

Issue Date: June 1, 2017

No Pre-Bid Conference will be held. Question Submittal Deadline is June 19, 2017.

Bid Due Date: July 12, 2017 @ 3:00 p.m.

INVITATION TO BID

BID NO. RTSX-180012-DS

TRASH PICK UP AND DISPOSAL AT RTS BUS STOPS

Purchasing Representative:

Daphyne Sesco, Senior Buyer Purchasing Division

Phone: (352) 334-5021 Fax: (352) 334-3163

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City of Gainesville 200 East University Avenue, Room 339 – Gainesville, Florida 32601

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CITY OF GAINESVILLE GENERAL GOVERNMENT PURCHASING INVITATION TO BID

DATE: May 31, 2017 BID #: RTSX-180012-DS

BID NAME: Trash Pick Up and Disposal at BID DATE: July 12, 2017

RTS Bus Stops @ 3:00 p.m. (local time)

Sealed bids will be received by the City of Gainesville, Florida, at General Government Purchasing until 3:00 p.m., local time, on the bid date, at which time and place all bids will be publicly opened and will be available for inspection upon notice of award or intended award or within 30 days after bid opening, whichever is earlier. If special accommodations are needed in order to attend a pre-bid conference or a bid opening, please contact the Purchasing Division at least 72 hours in advance. Bid prices may be read at the public bid opening, at the sole discretion of General Government Purchasing. Bids must be in the possession of General Government Purchasing prior to bid call at 3:00 p.m. on the bid date. Possession is defined as being physically received in General Government Purchasing at City Hall, 200 East University Avenue, Room 339, Gainesville, Florida 32601. The time clock located in General Government Purchasing will be the official time for bid call. Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. ANY BID RECEIVED IN GENERAL GOVERNMENT PURCHASING AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Bids must be completed and signed in ink in space[s] provided on the enclosed bid form(s) and submitted in triplicate or bid will be subject to rejection. In addition, proposer should provide one (1) electronic copy of their bid in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc. Delivery shall be F.O.B. Gainesville, Florida. The point of delivery will be specified on the purchase order or other notification of acceptance. Please note that if bonds are required, they must be in the approved form attached to the specifications or the bid will be subject to rejection.

There will be a non-refundable fee of \$2.00 per set of plans and specifications picked up at the City of Gainesville Purchasing Division.

Any deviation from the specifications must be explained in detail on sheets attached to the Bid Form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful Bidder will be held responsible for meeting the Specifications. A Bidder who is aggrieved in connection with the specifications of this bid must advise General Government Purchasing in writing prior to the opening of bids. If Bidder wishes its Standard Terms and Conditions to be considered as part of its bid, such terms and conditions must be made part of the "Clarifications and Exceptions." The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsible and responsive Bidder whose bid is determined by the City to be in its best interest. Notice of intended award shall be posted at 200 E. University Avenue, Gainesville, Florida. Protests in respect to intended award must be filed within five business days of posting for purchases which do not require prior approval of the City Commission and within five business days for purchases which require prior approval of the City Commission. It is the Bidder's responsibility to inform himself of intended award and specific protest procedures.

Daphyne Sesco, Senior Buyer General Government Purchasing (352)334-5021

PROPOSAL

10:	Purchasing Division, Station 32 200 East University Avenue Gainesville, Florida 32601-0490		
PROJECT:	Trash Pick Up and Disposal at RT	S Bus Stops	
BID #:	RTSX-180012-DS		
CITY'S REI	PRESENTATIVE [to be contacted for a	additional information	on this Proposal]:
Name:	Daphyne Sesco, Senior Buyer	Telephone: Fax: Email:	
Bidder Lega	l Name:		
Bidder Alias	:/DBA:		
Bidder's Ado	dress:		
BIDDER'S l	REPRESENTATIVE [to be contacted to	for additional informa	tion on this proposal]:
Name:		_ Telephone Numb	oer:
Date:		Fax Number:	
		Email Address:	

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. [For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.]

The Bidder further declares that he has carefully examined these Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

BID SPECIFICATIONS

1. DEFINITION OF TERMS

- 1.1 <u>Authorized Representative</u>: Any representative of the City, whether or not a City employee, designated as the City's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 1.2 <u>Bidder</u>: Any person, firm, corporation, organization or agency submitting a bid for the work proposed, or its duly authorized representative.
- 1.3 City: City of Gainesville, Florida, or an Authorized Representative.
- 1.4 <u>Commercially Useful Function</u>: shall exist when the business responsible for execution of the work of the contract is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- 1.5 <u>Contract or Agreement</u>: The Contract executed by the City and Contractor for the performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 1.6 <u>Contract Price</u>: The total sum of moneys payable to the Contractor for completion of the Work in accordance with the Contract
- 1.7 <u>Contractor</u>: The person, firm, corporation, organization or agency with whom the City has executed a contract for performance of the work or supply of equipment or materials, or its duly authorized representative.
- 1.8 <u>Control</u>: Means having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business. In determining whether socially and economically disadvantaged owners control a firm the City may utilize the criteria in 49 CFR Part 23 & 26, Section 26.71.
- Local business: The vendor has a valid business tax receipt, issued by the City of Gainesville, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -C. The business tax receipt must be issued at least six months prior to bid or proposal opening date.
- 1.10 <u>Local Small Business</u>: A Small Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within the corporate limits of the City of Gainesville and possess a current City business tax receipt, and is so certified by the Local Small Business Program Procurement Coordinator.
- 1.11 <u>Material Supplier</u>: (also Supplier) a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.12 <u>Specifications</u>: Directions, provisions, and requirements contained in the Invitation to Bid, Instructions to Bidders, Special Provisions, General Conditions, Technical Specifications (if any), Supplementary Conditions (if any), Bid Form, Bids (if any), together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.
- 1.13 <u>Subcontractor</u>: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

- 1.14 <u>Supplier</u>: (also Material Supplier) A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.15 <u>Work</u>: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 1.16 <u>Laws and Regulations</u>: Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

2. BIDS

Bids may be sent to General Government Purchasing as specified on the Invitation to Bid. Any bid received after the time specified in the Invitation to Bid will not be considered and will be returned unopened. Bids shall be signed and submitted on this form. Any exceptions or clarifications to any specification shall be clearly indicated on a separate sheet(s) attached to this form and shall specifically refer to the applicable specification paragraph and page. Exceptions or clarifications not so indicated will not be considered as part of the bid. The envelope shall be sealed and plainly labeled as a sealed bid for the project as named above and shall specify the time and date specified in the Invitation to Bid, which shall be the time and date for opening of bids.

3. SIGNING AND SUBMISSION OF BID

Signing and delivery of the Bid represents the Bidder's acceptance of the terms and conditions of this Proposal and if awarded the Bid by the City, the Proposal as accepted will represent the agreement between the parties. Bids must be signed in ink in space[s] provided. Unsigned bids will be considered incomplete and subject to rejection. Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any Bidder is interested in more than one bid, all bids in which such Bidder has interest will be rejected.

4. JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT

All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.

5. <u>EVALUATION AND AWARD</u>

The City shall consider the following criteria in making the award:

- (a) price
- (b) past performance of Bidder
- (c) unacceptable deviations or exceptions taken to these Specifications
- (d) degree of compliance with any other requirement of these Specifications

6. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the responsible and responsive Bidder whose bid is determined by the City to be in its best interest. The City also reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work or supply the materials, and if, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

7. EXAMINATION OF THE SITE – TECHNICAL QUESTIONS

If any portion of the work is to be performed on City property, the Bidder may visit the job site before submitting this bid to become familiar with the prevailing local conditions which may affect the work to be done. The City's Representative may be contacted about arrangements to visit the job site or technical questions relating to the performance of the work.

8. <u>EFFECT OF BID</u>

Any bid submitted in response to these Specifications shall be binding for a period of 60 calendar days after the bid opening date. An award made under these Specifications shall in no way prevent the City of Gainesville from requesting bids and purchasing identical or similar services to those covered herein.

9. TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida.

10. LOCAL SMALL BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that Local Small Businesses as defined in the City of Gainesville's Local Small Businesse Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that Local Small Businesses are strongly encouraged to submit a bid in response to this Invitation to Bid and prime contractors are strongly encouraged to utilize Local Small Business subcontractors and material suppliers. Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy. The City of Gainesville requires Good Faith Efforts to maximize utilization of Qualified Local Small Businesses for this project (see Exhibit A).

A listing of qualified businesses is located on the City's website at: http://www.cityofgainesville.org/Portals/0/eo/Small_SDV%20Business%20Listing%20(1.28.16).pdf

11. CONTACT

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Departments for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

12. <u>DAVIS-BACON</u>

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

CONTRACT SPECIFICATIONS

13. <u>CITY'S CONTRACTOR</u>

Upon award and execution of a contract or issuance of a purchase order incorporating the provisions of these Specifications, the successful Bidder will be designated the City's Contractor.

14. <u>RESPONSIBILITY OF CONTRACTOR/INDEMNIFICATION</u>

The safe and complete prosecution of the work shall be the responsibility of the Contractor. Subcontractors shall not be permitted. The Contractor shall indemnify and hold harmless the city, its agents, officers and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the work through the use of unacceptable materials or by or on account of any activity or omission, neglect or misconduct of the Contractor or

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a Subcontractor or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" or any other law, bylaws, ordinance, order or decree. Contractor shall follow all City, County, State and Federal laws, regulations or ordinances. Contractor shall remedy promptly, and without cost to the City, any defective materials or workmanship supplied under the Contract which appear within one year from the date of completion of the work.

15. LIABILITY INSURANCE

The Contractor shall not commence work until obtaining the following: [items checked]

- [x] Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
- [x] Insurance protection for any employees engaged in hazardous work under this Contract not protected under the worker's compensation statute
- [x] Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

- [x] Automobile Liability Insurance
 Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).
- [] "XCU" (Explosion, Collapse, Underground Damage)
- [] Contractor's Pollution Liability

An insurance certificate shall be provided in a form acceptable to the City which gives the City 30 days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

16. TERM OF CONTRACT

The contract period for work under this agreement shall commence upon execution of the contract and shall continue for a period of five years.

The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

17. <u>DELAY</u>

The City shall have the right to suspend the work wholly or in part for up to three months without additional payment or allowance but extra time equivalent to the time of suspension shall be granted for completion of the suspended work. If Contractor's performance is delayed by fire, lightning, earthquake, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract may be extended at the option of the City for a period equivalent to the time lost by reason of any of the aforesaid causes.

18. TERMINATION

If the Contractor fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten days' written notice to the Contractor of its intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE.

19. TERMINATION FOR CONVENIENCE

City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

Termination of the contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

20. CLEANUP AND FINAL PAYMENT

Work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition. Final payment will be withheld until all work is accomplished.

21. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or subcontract in whole or in part any right or obligation under this Agreement or any monies due or to become due thereunder without the written consent of the City.

22. SOVEREIGN IMMUNITY

Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28. Florida Statutes.

23. PAYMENT

Payments will be due to the Contractor 30 days after receipt of a proper invoice; provided, however, that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with these specifications or because unacceptable equipment or materials were delivered as determined by the City's inspection. The City shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).

24. PROMPT PAYMENT ASSURANCE

LATE PAYMENTS BY CONTRACTORS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS PENALTY

When a contractor receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 10 days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

25. CLAIM FOR EXTRA PAYMENT OR CHANGE ORDER

If the Contractor claims that any instruction or change issued by the City involves extra cost, it shall so notify the City in writing within ten (10) days after receipt of such instruction and in any event secure approval before proceeding to execute the work.

26. <u>RECORDS/AUDITS</u>

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

27. <u>INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES</u>

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

28. RIGHTS OF APPEAL

Participants in this Invitation to Bid solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

29. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to the performance of the work.

30. COLLUSION

The bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion or fraud.

No City Commissioner, other City officer, or City employee shall directly or indirectly own more than five (5) percent of the total assets or capital stock of the bidding entity, nor shall such person directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. For purposes of this section, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.

31. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 **PUBLIC** RECORDS-DEPARTMENT **PROJECT PAUL** STARLING, MANAGER 352-393-7840, STARLINGPK@CITYOFGAINESVILLE.ORG, AND P.O. BOX 490 MAIL STATION 5, GAINESVILLE, FL 32627).

LIVING WAGE POLICY

 $[x] \ \ This \ contract \ is \ a \ covered \ service. \ (See \ Living \ Wage \ Decision \ Tree-Exhibit \ D \ attached \ hereto)$

[] This contract is **not** a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be <u>\$11.8269</u> per hour (Living Wage with Health Benefits) or \$13.08 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit E hereto, prior to the City executing the contract. Once executed, such certification will become a part of this contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

For your information, Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

|--|

TIDII	
The Bidder hereby acknowledges receipt of Addenda No.'s	,,, to these Specifications.

TAXES

The subs bid below include Florida sales taxes on items required by Bidder to manufacture or supply the items to be provided or obtain items needed to perform the work, but do not include Florida sales taxes on the bid price below for equipment, materials or services to be provided to the City. The City of Gainesville is exempt from Florida sales taxes for certain purchases made by the City and will provide a tax exempt certificate upon request.

BID PRICES

requested.

Monday through Friday for a total of four hundred five (405) trash can pickups weekly. The nine (9) Big Belly Solar Compactors identified in ATTACHMENT A shall be serviced on a 1x weekly basis.

30-Gallon Trash Cans				
A. Unit price per pic	k up will be \$	/per can.		
B. Unit price to add,	or credit to deduct, stop	os to and/or from t	he contract will be \$	/per can.
Big Belly Solar Compacto	ors			
C. Unit price per pic	k up for one (1) time per	r week will be \$	/per compactor	r.
D. Unit price to add,	or credit to deduct, stop	os to and/or from t	he contract will be \$	/per compactor.
E. In case of Special be \$		per pick up abov	e the standard pick up fre	quency of one (1) time per week w
Recycle Containers				
recoverable materials from contracted processor (curre shall perform an audit one	n public recycling conta ently SP Recycling) or e week each quarter to of the audit will be to	ainers are the proj another processin determine the an o weigh the recy	perty of the City of Gaines g site approved by the City nount of recycled material	at some or all of its bus stops. A sville, and must be taken to the City Manager or his designee. Contract being collected from public recyclic blic containers separately from other
F. Unit price per pic	k up for each public rec	ycling container to	be collected one (1) time p	er week \$/container.
If the Living Wage Ordina Ordinance.	ınce applies, please ind	licate costs withir	the bid price associated v	with compliance with the Living Wa
ADJUSTME		'S PROVISIONS		BIDS NOT SUBJECT TO PRIC ON ARE STATED ON A SEPARAT
ANY OTHE INTEREST (R ASPECTS OF COLOR THE CITY THE.	NSIDERATION CONTRACT PRI	FROM THIS CONTRAC	ERVICES, ITEMS, MATERIALS OF SHOULD IT BE IN THE BEST ACCORDINGLY UPON MUTUALY'S REPRESENTATIVE
LOCAL PREFEREN	ICE			
Check one Local preference		☐ YES	□NO	
•	•	_	_	tted with bid if local preference is

QUALIFIED LOCAL SMALL BUSINESS STATUS

Check one					
Is your business qualified as a loc Program? (Refer to Definitions)	al small business in a	accordance with YES	the City of Gaines NO	sville's Small Busine	ess Procurement
LIVING WAGE COMPLIANCE See Living Wage Decision Tree hereto che	ck one				
Living Wage Ordinance does not an (check all that apply) Not a covered service Contract does not exceed Not a for-profit individua business, who or which exparent businesses. Located within the City of	\$100,000 l, business entity, cor employees 50 or mor	e persons, but r			
Living Wage Ordinance applies and	the completed Certif	fication of Comp	pliance with Living	Wage is included with	h this bid.
NOTE: If Contractor has stated Living V Contractor will be required to co without any adjustment to the bid	omply with the provis				
SIGNATURE ACKNOWLEDGES	THAT: (Check)				
☐ Bid is in full compliance with th	e Specifications.				
☐ Bid is in full compliance with th	e Specifications e	except as spec	cifically stated a	nd attached heret	0.
Signature also acknowledges Debarment/Suspension/Termination	that Bidder Procedures and	has rea agrees that th		•	Gainesville o this bid.
		CORF	PORATE SEAL	(If corp.)	
ATTEST/WITNESS:		BIDD	ER:		
Signature		Signa	ture		
By		_			
Title:		Title:			

TECHNICAL SPECIFICATIONS

1. SCOPE

1.1 The provisions contained in this section are intended to be read in conjunction with, to supplement, or to modify Instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

2. <u>DETAILED DESCRIPTION OF THE WORK</u>

Background. The City of Gainesville Regional Transit System (RTS) provides approximately 30-gallon trash cans at their bus stops for riders to utilize in disposing of their trash. Currently there are approximately 314 cans to be picked up with 77% of cans located within the corporate City limits (City) and 23% located outside the corporate City limits (County). A list of current can locations, the bus route they are located on and the initial desired frequency of pick up is attached provided on ATTACHMENT A. The City estimates the total quantity of trash to be collected in a one week period to be one ton or less. While no guarantee of future demand, the information is provided to assist bidders in analyzing their costs for providing these services.

The City reserves the right to add or delete locations and adjust the pick-up frequency as necessary throughout the term of the contract.

- Hours and Times of Collection. Pick up will be Monday through Friday at frequencies noted on ATTACHMENT A, except in the case of some Special Events or City holidays that might create the need for some portion of the cans to be emptied on Saturday. Service will not be required on City holidays. Currently holidays are Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day and one additional day which floats in combination with one of the other days (ex. day before or day after Christmas). Collection shall begin no earlier than 7:00 am and cease no later than 9:00 pm Monday through Saturday. In the event of an emergency or a special need in order to maintain a regular schedule, collection may be permitted at times or days not otherwise permitted by this section with the prior approval of the City's designated representative.
- 2.3 Equipment. Contractor shall have and provide documentation with their proposal of sufficient equipment and personnel to adequately and efficiently perform the work required. All collection vehicles shall carry spill kits at all times that are adequate for containing and cleaning up any oil and hydraulic leaks and spills that may occur. Contractor shall have back up equipment (either on site or under contract) to ensure when equipment servicing this contract requires unscheduled maintenance (breakdowns) there is adequate equipment to maintain the schedule of pickups included in Exhibit A. Equipment shall be kept in good repair, be attractive in appearance and be painted uniformly with the name of the Contractor, business telephone number and a vehicle identification number on each side of the vehicle.

<u>Experience</u>. Contractor shall have a minimum of five years of continuous experience in providing waste services of similar size and scope and provide supporting documentation with their bid response.

2.4 <u>Additional Services to be Performed.</u> Any overflow from a can should be picked up at the same time the can is dumped. Contractor shall notify the designated RTS contact of any damaged or missing cans or areas needing attention. At least once a quarter, Contractor shall present RTS with a suggested list of modifications to frequency in the pickup schedule for their review and action. This may be sites where

trash is accumulating faster than the pickup schedule anticipated as well as sites where the frequency of pick up may be reduced.

- 2.5 <u>Protection of Property and Utilities.</u> Contractor shall assume full responsibility for the protection of all buildings, structures, utilities, trees, and vegetation, including all sidewalk, curb, and pavement. Any damage resulting from the Contractor's operation shall be replaced or repaired to the satisfaction of the City's designated representative, without delay, and at the Contractor's expense.
- 2.6 <u>Unusual Changes or Costs.</u> Contractor may petition the City for rate adjustments on the basis of unusual changes in its cost of doing business, such as revised laws, ordinances or regulations; or changes in disposal sites, and said request shall not be unreasonably refused. Similarly the City may petition the Contractor if aforesaid changes or conditions that reduce the Contractor's costs of providing the service. Rate adjustments to the contract price must be requested at least sixty (60) days prior to the contract expiration. Any negotiated price change shall become effective on the anniversary date.
- 2.7 <u>Special Events.</u> The Contractor may be asked to provide additional partial pick-up along a route if an event occurs which would cause trash cans to be filled much more quickly than normal. Examples might be along University Avenue after the Homecoming Parade or certain areas adjacent to campus on Football weekends. If requested by the City to do so, Contractor will be compensated at the individual frequency rate in this bid times the number of cans picked up.
- 2.8 During the term of this contract RTS anticipates that recycling containers may be placed at some or all of its bus stops. All recoverable materials from public recycling containers are the property of the City of Gainesville, and must be taken to the City's contracted processor (currently SP Recycling) or another processing site approved by the City Manager or his designee. Contractor shall perform an audit one week each quarter to determine the amount of recycled material being collected from public recycling containers. The purpose of the audit will be to weigh the recyclables collected from public containers separately from other commercially or residentially collected recyclables.

3. FRANCHISE

3.1 <u>Division 2 Commercial Service and Construction and Demolition Debris Franchise.</u> The Contractor, in accordance with City Ordinance Chapter 27, Article III, Division 2, Section 27-79, must apply for a franchise with the City of Gainesville Solid Waste Division. Proof of franchise must be provided to the City's designated representative within 30 days after notice of award. The City's Solid Waste Division can be contacted at 352-334-2230; 405 NW 39th Avenue, Gainesville, Florida.

4. <u>ADDITIONAL REQUIREMENTS</u>

The following documentation is requested to be provided with the bid response. However, any such documentation not provided will be requested by the buyer after the bid opening.

4.1 Must show a minimum 5 years' experience in like work.
Must provide 3 references for projects of similar scope.
Must provide list of equipment to perform services.

EXHIBITS

LOCAL SMALL BUSINESS PROGRAM

It is the policy of the City of Gainesville that Local Small Businesses shall have the maximum opportunity to participate in the performance of all aspects of contracting and subcontracting opportunities for the City of Gainesville. In this regard, the City of Gainesville and its contractors will take all necessary and reasonable steps to ensure that Local Small Businesses have the maximum opportunity to compete for and perform such contracts/subcontracts and provide materials for such contracts/subcontracts.

Except as provided below, evaluation of a bid/proposal may result in bid/proposal being rejected for failure to comply with the following conditions. Upon contract award, failure of any Bidder/Proposer to comply with these conditions/requirements which seek to maximize the use of Local Small Businesses shall constitute a breach of a contract award. Upon such breach, the City of Gainesville may at its option, terminate the contract and/or pursue any and all other appropriate remedies available under the contract or otherwise under applicable law.

Contract Award Conditions:

Contract award will be conditioned on meeting the requirements of this section. The City of Gainesville requires the following:

- 1. Submission by the Bidder/Proposer of the completed "Tabulation of Subcontractors" form (Exhibit I)) with the bid/proposal;
- 2. The names and addresses of all Subcontractors. Clearly designate which Subcontractors are Local Small Businesses that will participate in the contract;
- 3. A description of the Work and/or Materials that each Local Small Businesses will perform or supply;
- 4. The dollar amount or percentage of the Work and/or Materials that each Local Small Business will provide on the project.
- 5. If the actual participation of Local Small Business in the apparently successful bid/proposal is not maximized, as determined by the Local Small Business Procurement Program Coordinator, such bidder/proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to bid or proposal submission, to maximize the use of Local Small Businesses on this project. Efforts undertaken after bid submissions are not relevant to the decision to award.

Good Faith Efforts:

A condition of contract award is that the contract award be made only to the Bidder/Proposer (including Local Small Business Bidders/Proposers) who maximize the utilization of Local Small Business subcontractors or who makes Good Faith Efforts to maximize the use of Local Small Business Subcontractors. The City of Gainesville will determine whether a Bidder/Proposer has made Good Faith Efforts if the Bidder/Proposer does the following:

If the Bidder/Proposer does not maximize the participation of Local Small Businesses on this project, the Bidder/Proposer must provide all documentation which by its scope, quality, quantity and intensity of the different kinds of efforts the Bidder/Proposer made to maximize participation can be confirmed and be evaluated. The documentation should be provided both as to those efforts wherein the Bidder/Proposer was successful in obtaining participation and those where it was not. In the latter case, the documentation should further indicate the reason for lack for success, i.e. Subcontractor's bid too high, Subcontractor who bids is apparently not qualified to perform the particular services, no bids received, etc.

Mere pro forma efforts are not Good Faith Efforts to meet the Local Small Business requirements. The Bidder/Proposer will be required to submit written documentation of Good Faith Efforts when the participation on this project is not maximized, if they wish to be awarded the contract.

The City of Gainesville will consider the following list of types of actions as a part of the Bidder's/Proposer's Good Faith Efforts to obtain Local Small Business Subcontractor participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all Local Small Business who have the capability to perform the Work or provide Materials needed to complete the project. The Bidder/Proposer must solicit this interest within sufficient time to allow them to respond to the solicitation.

The Bidder/Proposer must determine with certainty if they are interested by taking appropriate steps to follow-up the initial solicitations.

- 2. Selecting portions of the Work to be performed or portions of the Materials to be provided by Local Small Businesses in order to increase the likelihood that participation is maximized. This includes, where appropriate, breaking out contract Work items or Material items into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these Work items or provide these Material items with its own forces.
- 3. Providing interested Local Small Businesses with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 4. (a) Negotiating in good faith with interested Local Small Businesses. It is the Bidder's/Proposer's responsibility to make a portion of the Work or Materials available to the Subcontractors and to select those portions of the Work or Material needed consistent with the available Local Small Business Subcontractors, so as to facilitate participation. Evidence of such negotiation includes the names, addresses and telephone numbers of Local Small Businesses that were considered; a description of the information provided regarding the plans and specifications for the Work or Materials selected for subcontracting; and evidence as to why additional agreements could not be reached to perform the Work or provide the Materials.
 - (b) A Bidder/Proposer using good business judgment would consider a number of factors in negotiating with Subcontractors, and would take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using Local Small Businesses is not in itself sufficient reason for a Bidder/Proposer's failure to seek to maximize the use of them as long as such costs are reasonable and/or may be offset by other less tangible benefits. Also, the availability or desire of a Bidder/Proposer, including a Local Small Business Bidder/Proposer to perform the Work or provide the Materials of a contract with its own organization does not relieve the Bidder/Proposer the responsibility to make Good Faith Efforts and maximize utilization of other Local Small Businesses. Bidder/Proposers are not, however, required to accept higher quotes from Local Small Businesses if the price difference is excessive or unreasonable or they are not qualified to perform the Work. These decisions should, however, be supportable and documented as part of the required Good Faith Efforts.
- 5. Making efforts to assist interested Local Small Businesses in obtaining bonding, lines of credit, or insurance as required by the City of Gainesville or Bidder/Proposer.
- 6. Making efforts to assist interested Local Small Businesses in obtaining necessary equipment, supplies, Materials, or related assistance and services.
- 7. Effectively using the services of available small and minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of Local Small Businesses.

In determining whether a Bidder/Proposer has maximized participation, the City of Gainesville will take into account the performance of other Bidders/Proposers in meeting this requirement of the bid/proposal and historical participation by Local Small Businesses involving similar Work or Materials. For example, when the apparent successful Bidder/Proposer fails to obtain or fails to maximize Local Small Business participation, but others Bidders/Proposers obtained and/or maximized such participation, the City of Gainesville will reasonably raise questions whether, with additional reasonable efforts, the apparent successful Bidder/Proposer could have obtained and/or maximized participation. As indicated, a reasonable level of participation (maximization) may not be apparent until after bids/proposals are opened and participation of various bidders compared. Therefore, it is recommended that in all cases, all pre-submittal Good Faith Efforts be documented, and retained in the event that such are required to be submitted for review/verification.

Even if a Bidder/Proposer is a Local Small Business, maximizing the utilization of other Local Small Businesses is still required.

Local Small Businesses Terminations/Substitutions:

A Bidder/Proposer shall not terminate for convenience a Local Small Business Subcontractor and then perform the Work or provide the Materials of the terminated Subcontractor within its own forces or those of an affiliate without the prior consent of the City of Gainesville.

When a Local Small Business Subcontractor is terminated or fails to complete its Work or fails to provide the Materials on the contract for any reason, the prime contractor shall make Good Faith Efforts to find another Local Small Business subcontractor to substitute for the original Local Small Business. These Good Faith Efforts shall be directed at finding another Local Small Business to perform at least the same amount of Work or provide the same amount of Materials under the contract as the business that was terminated to the extent needed to meet the contract goal or commitment.

The City of Gainesville shall have the right to consider price, quality, past performance including meeting Small Business Procurement Program commitments, time required for performance and qualifications of the Bidder/Proposer in making the award.

Equal Opportunity Assurance:

The contractor, sub recipient, or Subcontractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of his contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

The Contractor shall include this assurance in each subcontract it signs with a Subcontractor or Material Supplier.

Protest of Rejected Bid/Proposal - Administrative Reconsideration

- 1. The Local Small Business Procurement Program Coordinator shall review bids and proposals to evaluate whether said bids or proposals comply with the above stated requirements. In the event that a bid or proposal is rejected for failure to comply with the stated requirements, the affected bidder or proposer may obtain reconsideration of such determination by filing a Protest/Request for Reconsideration.
- 2. In the reconsideration, the Bidder/Proposer has the opportunity to demonstrate how the Bid/Proposal met the requirements of the Program. The Request for Reconsideration shall be submitted to the Small Business Procurement Program Office within five (5) working days after receipt of notice of rejection. The Request for Reconsideration shall address the issues of whether the Bidder/Proposer maximized Local Small Business participation or made adequate good faith efforts to maximize the participation of local small business participation and shall include documentation associated with these factors.
- 3. The decision on reconsideration will be made by the Administrative Services Director.
- 4. The Bidder/Proposer may have the opportunity to meet in person with the Administrative Services Director to discuss the issue of whether it met the criteria outlined above (see Item 2).
- 5. The Bidder/Proposer will be sent a written decision on reconsideration, explaining the basis for finding that the Bidder/Proposer did or did not meet the criteria above. (see Item 2).
- 6. All the arguments, documentation, and evidence, which is relevant to the Request for Reconsideration must be submitted by the Bidder/Proposer to the Administrative Services Director at least three (3) working days prior to the meeting described in Item 4 above or, if no meeting is held, three (3) days prior to the anticipated date of the decision on reconsideration. Absent fraud or mistake not attributable to the Bidder/Proposer, evidence of efforts undertaken subsequent to submission of the bid/proposal will not be considered. If no additional evidence or documentation is submitted by the Bidder/Proposer in accordance with the above, only the documents currently on file with the Purchasing Division will be reviewed at the meeting.

QUALIFIED LOCAL SMALL BUSINESS UNAVAILABILITY FORM

This form will assist you in meeting your Good Faith Efforts requirements. Please TYPE or PRINT legibly. Use additional sheets as necessary.

*Note: Keep all relevant documentation that verifies opportunities were provided to Qualified Local Small Businesses. If it is not evident that your firm made Good Faith Efforts to maximize the Qualified Local Small Businesses, you will be asked to submit documentation.

BUSINESS RESPONSES: 1 -Did not bid in response to the invitation; 2 -Submitted a bid which was not the low responsible bid; 3 - Please specify other.

Qualified Local Small Business Name	Business Phone Number	Description of Work/Material Sought	Response of Business (1, 2 or 3)	Notes:
ne undersigned representative of the prime ppliers in the prime contractor's the bid/pro		he above Qualified Local Small Businesses were invited sville.	to participate a	as subcontractors and/or mate
idding/Proposing Company:		Form Completed By:		

ARTICLE X. LOCAL PREFERENCE POLICY*

*Editor's note: Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

"Local business" means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the business tax receipt.

(Ord. No. 001261, § 2, 3-29-04)

Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;

- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

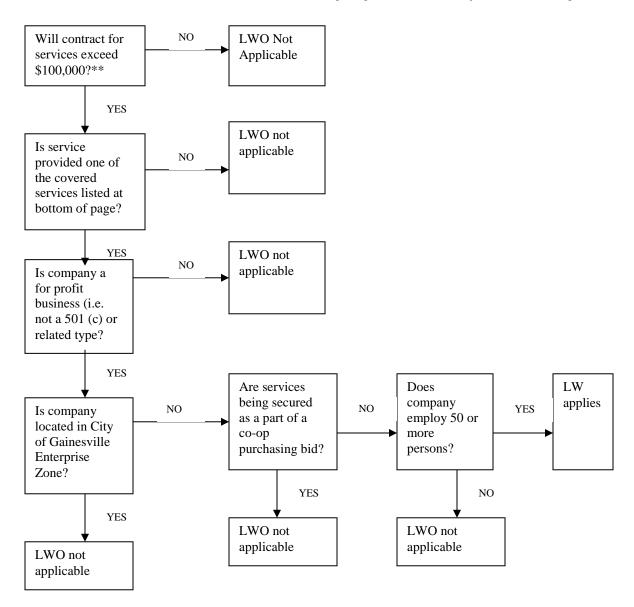
Sec. 2-624. Application, enforcement.

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



*Covered Services: food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services **Total value of contract

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for <u>Trash Pick Up and Disposal at RTS Bus Stops</u> a living wage of \$11.8269 per hour to covered employees who receive Health Benefits from the undersigned employer and \$13.08 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor:		
Address:		
Phone Number:		
Name of Local Contact Person		
Address:		
Phone Number:		
\$(Amount of Contract)		
Signature:	_ Date:	
Printed Name:	-	
Title:	_	

DRUG FREE WORKPLACE FORM

The u	indersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
	does:
	(Name of Business)
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3.	Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4.	In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no late than five (5) days after such conviction.
5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program i such is available in the employee's community, by any employee who is so convicted.
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
As the	e person authorized to sign the statement, I certify that this firm complies fully with the above requirements.
	Bidder's Signature
	 Date

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed:		
Firm Name:		
Subscribed and sworn to before me this	day of	20
Notary Public		
My Commission expires	,,2	20
Proposer's E.I. Number: (Number used on Employer's Quarterly)	v Federal tax return)	

DEBARRED AND SUSPENDED BIDDERS

Breach of Contract

1. Scope.

This policy prescribes policies and procedures relating to:

- (a) the debarment of bidders for cause;
- (b) the suspension of bidders for cause under prescribed conditions;and.
- (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.

2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measure should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.

2.1 Definitions.

- (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
- (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
- (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
- (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
- (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
- (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
- 3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.
 - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
 - (b) The list shall show as a minimum the following information:
 - the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
 - (c) The list shall be kept current by issuance of notices of additions and deletions.
- 4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.

- (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
- (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
- 5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Department of Management and Financial Services is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

(a) Causes

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
- (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
- (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
- (5) Debarment by any other governmental agency.

(b) Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Department of Management and Financial Services.
- (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
- (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). for the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Department of Management and Financial Services.
- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Department of Management and Financial Services shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).
- 6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Department of Management and Financial Services may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
 - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
 - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
 - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.
- 6.2 Period of Suspension.
 - (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.
- 7. Scope of Debarment or Suspension.
 - (a) A debarment or suspension may include all known affiliates of a concern or individual.
 - (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
 - (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.
- 8. Notice of Debarment of Suspension.

When the Department of Management and Financial Services seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).
- 9. Response to Notice of Debarment or Suspension.
 - (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
 - (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
 - (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
 - (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Department of Management and Financial Services shall be deemed final and the party so notified.
- 10. Rejection of Bids, Breach of Contract.
 - (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
 - (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

#170240A

EXHIBIT H

(c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The	Prima	ry Participant (potential contractor for a major third-party contract). certifies to the best of its knowledge and belief that it and its
princi	pals:	
	1.	Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
	2.	Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification, or destruction of records, making false statements or receiving stolen property;
	3.	Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
	4.	Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
•		participant (potentially third-party contractor) is unable to certify to any of the statements in this certification hall attach an explanation to this certification).
THE	PRIMAR	Y PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND
		DF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND DS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 <u>ET. SEQ.</u> ARE APPLICABLE THERETO.
Signa	ture and T	itle of Authorized Official

Revised: 4/4/2005

TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. **This form should be completed and submitted with the submittal.**Please TYPE or PRINT legibly. Use additional sheets as necessary.

SUBCONTRACTORS

Company Name	Company Phone Number	Class of Work	% or Price of Work	Qualified Local Small Business
1.				
2.				
3.				☐ Yes ☐ No
4.				
5.				☐ Yes ☐ No
MATERIALS SUPPLIERS Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Qualified Local Small Business
1.				
2.				☐ Yes ☐ No
3.				
4.				☐ Yes ☐ No
5.				☐ Yes ☐ No
Bidding Company Name:		Form Completed By:		

CITY OF GAINESVILLE GENERAL GOVERNMENT PURCHASING DIVISION SURVEY BID INFORMATION

BID #: RTSX-180012-DS **DUE DATE:** July 12, 2017 @ 3:00 p.m.

SEALED BID ON: Trash Pick Up and Disposal at RTS Bus Stops

IF YOU DO NOT BID

lease check	the app	propriate or explain:
	1.	Not enough bid response time.
	2.	Specifications not clear.
	3.	Do not submit bids to Municipalities.
	4.	Current workload does not permit time to bid.
	5.	Delay in payment from Governmental agencies.
	6.	Do not handle this item.
	7.	Other:
Company: _		
ddress:		
re you a Lo	ocal Sma	all Business? yes no

Short form-services (9/25/03)

 $revised.\ 10/1/04;1/26/05;\ 3/21/05,7/25/05;10/05;11/05;10/06;\ 8/27/2007;10/2011;05/2012$

ATTACHMENT

RTS Trash Can Inventory Updated: May 2017

#	City/County	ADDRESS	Bus Stop ID	ROUTE #		# of PU per Week
1	City	901 N Main St @ CVS	701	15	С	1
2	City	SE 24th St @Save A Lot	108	3/7	С	1
3	City	NW 16th Ave @ Georgetown Apts.	249	10	С	2
4	County	3500 block SW 20th Ave @ Windsor Terr	810	20	С	2
5	City	200 block NE 39th Ave	725	15	С	1
6	County	NW 75th St @ Tower Plaza	1101	75	С	2
7	City	Radio Shack @ Archer Rd	34	1	С	1
8	City	2200 block NE 2nd St @David's BBQ	758	15	С	1
9	City	300 block SE 43rd St	597	11	С	1
10	City	521 NW 13 th St @ Mother Earth	365	8	С	1
11	City	2400blk NW 6th Str. IBEW	733	15	С	1
12	City	NW 13th STR @ 10th Ave Westside	436	8	С	1
13	City	SW 62nd Blvd @ Hampton Oaks	824	20	С	1
14	City	200 blk SW 12th St.	8	1	С	2
15	City	S.E. 3rd Str. @ S.E.2nd Pl.	1206	1-5	С	2
16	County	825 SW 70th Terr @ Holly Heights	1074	75	С	1
17	County	6800 SW 6th Pl @ Holly Heights	1077	75	С	1
18	County	718 SW 67 Terr	1078	75	С	2
19	County	501 SW 75th Cricket Clubs Apts	1083	75	С	1
20	City	NE 19th Terr @ NE 8th Ave	568	2	С	1
21	City	3800 NW 13th Str. ALDI Foods		6	С	1
22	County	200 blk NE 16th Ave	761	15	С	2
23	City	Waldo Rd @ Job Corp	886	24	С	1
24	City	SW 35th Pl. @arbor Apts.	456	35	С	2
25	City	1106 NE 8th Ave @ Sunny Foods	624	11	С	1
26	City	NE 8th Ave across from Sunny Mart	562	11	С	1
27	City	1300 block NE 8 th Ave North side	623	11	С	1
28	City	3100blk NE 15th St @ Village Green Atps	719	24	С	1
29	City	SW16th Ave @ SW13th St @ store	794	16-17	С	3
30	County	SE Hawthorne Rd. @ ACSO	309	7	С	1
31	City	Hull Rd. Park n Ride	1237	112	С	1
32	County	SE 35th St @ Kangroo	331	7	С	1
33	City	110 NW 39th Ave @ Bella Vista	726	15	С	2
34	County	3530 SW Archer Rd @ Chili's	27	1\12	С	2
35	City	2200 NW 39 th Ave @ Sonic	385	8	С	1
36	County	700 blk NW13th St @ Univ. House Apts.	366	8/29	С	1
37	City	2812 NW 13th St @Verizons	243	6	С	2
38	County	4500 SW 75th St - Westside	1113	75	С	2
39	City	1000 SW 16th Ave @ Parkland Manor	790	16	С	3
40	City	NW 23rd Ave @ Rooms To Go	737	6	С	1
41	City	2600 blk NE 15th ST.	752	15/24	С	1
42	City	1800 SE 4th St @ G'ville Housing Auth	64	2	С	1
43	City	1801 SE 4th St Across G'ville Housing Auth	133	2/16	С	1
44	City	1010 SE 4th Ave @ Pace	915	24	С	1
45	City	NW 39th Ave and NW 51st St	1011	43	С	1
46	City	2900 Blk NW 6th ST - Oak Gate Condos	732	15	С	1
47	County	SE 15th St. @ Shower of Blessings	79	2	С	1

#	City/County	ADDRESS	Bus Stop ID	ROUTE #		# of PU per Week
48	City	1901 NW 39th Ave @ Park	425	8	С	1
49	City	1502 SE 12th Ave	85	2	C	1
50	City	Hunter's Run 2600 SW Williston Rd	447	9	C	1
51	City	1100 block NE 23 Ave / North side	755	15	C	1
52	City	100 block SE 15th St @ Fast Eddie's	300	7	C	1
53	City	2626 E Univ Ave / North side	602	11	C	1
54	City	2300 E Univ Ave / North side	345	7	C	1
55	City	1800 blk. NW 13th Str. @ Wells Fargo	370	8	C	1
56	City	3500 block NW 21st St	428	8	C	1
57	County	925 SE 43rd St @ Eastwood Meadows	326	7\11	C	2
58	City	3200 block NW 21 St	429	8	C	1
59	City	1690 NE 16th Ave	898	24	C	1
60	City	SW 13th St @ Job Services	681	13	C	1
	City	1000 NE 16th Ave @ Food Stamp Office	902	24	С	1
61	City	NW 6th ST @ NW 10 th Ave	280	6	C	
	-		554	11	C	1
63	City	600 block E Univ @ Salvation Army NE 19th Terr. @ 8th Ave.			C	
64	City		619	11	C	1
65	C'.	YARD`	7.47	24		1
66	City	NE 15th St. @ 39th Ave West side	747	24	C	1
67	City	NW 39th Ave @ NW 22nd Dr	423	8	C	1
68	City	1800 block NW 13 th St @ GHS	247	8	_	1
69	City	4500 blk NW 39th Ave	1013	43	C	1
70	City	SW 2nd Ave. @ SW 2nd Pl. parking lot	1046	1	_	3
71	County	4200 block SW 75th St Westside	1046	75	С	1
72	City	1120 NW 13th St	435	8	С	1
73	City	3800 block SW 27th St @ Lexington	450	9	С	2
74	City	NE 15th St @ 39th Ave.	747	24	С	1
75	City	304 NE 9th St	630	11	C C	1
76	City	100 blk. Waldo Rd. @ Kangroo	7912	24	C	1
77	City	NE 8th Ave across from Duval Elem	569	11		1
78	City	NE 39th Ave @ NE 2nd Pl @ Dollar General	743	15	С	3
79	City	3800 block NE 15th St @ Store	877	24-15	C C	1
80	City	1200 block SW 16th Ave @ Oakbrook	791	16		2
81	City	5001 NW 34th St @ Pizza Hut	416	8	С	1
82	City	3300 blk SW 2nd Ave @ Pulbix Northside	936	5	С	2
83	City	Windmeadows Blvd. @across from Lowes	1491	1	M C	1
84	City	NW 21st St @ NW 31st Ave	430	8		1
85	City	2100 blk NW 43rd St @ Sunstate Bank	1017	43	M C	1
86	City	800 block NE 23rd Ave	756	15	_	1
87	City	2000 blk W Univ Ave. @ Hillel	152	5	С	1
88	City	SW 35th Blvd @ Bone Fish Grill	28	1 12	C	1
89	City	SW 16th Str @ VA Hospital	666	13	_	1
90	County	3501 Windmeadows Blvd @	33	1	C	1
91	City	Shands Archer Rd. Bus bay	446	8	C	2
92	County	SW 62nd Blvd across from Rockwood Villas	819	20	С	2
93		YARD			С	
94	C	YARD	1100	7.5	C	1
95	County	3900 block Archer Rd @ Burger King	1129	75	С	1
96	City	SW 35th PI @Casablana Condos	455	9	С	2
97	County	4000 block SW 37th Blvd	635	12	C	2

#	City/County	ADDRESS	Bus Stop ID	ROUTE #		# of PU per Week
98	City	2400 SE Hawthorne Rd-across from Save A Lot	101	3-7	С	1
99	City	4400blk NW 13th Str @ ELC	236	6	С	1
100	County	SW 24th Ave @ 19th Ct @ Tower Oaks	1065	75	С	1
101	City	SW 34th Str @Winn Dixie	942	34	C	1
102	City	3130 SW 23rd Terr Northside	460	9	C	2
103	City	W Univ. Ave @ FCB	187	5	C	1
104	County	3708 SW 27th St @ Windsor Park	451	9	C	2
105	City	2256 W University Ave (FDOT)	153	43	M	1
106	City	3402 W Univ Ave @ Subway	158	43	C	1
107	City	4048 W Univ Ave @ Allstate	163	5-43	C	1
108	County	SE 3rd Terr & 20th Pl Woodland Park	782	16	C	1
109	County	W Newberry Rd @ Shell	1100	75	C	1
110	County	5800 SW 75th St across from Publix W side	1117	75	C	1
111	City	600 block NE 23 Ave	757	15	C	1
112	County	WIndmeadows Blvd @ Theatre	31	1	С	1
113	City	1200 blk NE 16th Ave	900	3	C	1
114	City	3300 block NE 15th St	749	15-24	C	1
115		YARD			C	
116	City	SE 19th Terr @ 8th Ave	92	2	C	1
117	City	2445 SW 13th St	691	13	C	1
118	City	700 block NW 6th St @ GPD	215	6	C	1
119	City	2900 NW 39th Ave	388	8	C	1
120	City	SE 35th St. @ 18th Ave.	333	7	C	1
121	City	NW 6thSt @ SFC	284	27	W	1
122	City	500 W Univ Ave @ SFCC	143	5	W	1
123	City	1000 W Univ Ave Sprint	145	5	W	2
124	City	500 block NW 13th St @ Gate Store	438	8	W	1
125	City	2000 blk Waldo Rd. U of F	896	24	M	1
126	City	NW 23rd Ave @ SS office	374	8	С	2
127	City	1330 NW 13th St	434	8	W	1
128	City	YARD			W	
129	City	316 SW 16th Ave @ Univ Pawn	788	16-17	W	2
130	City	SW 23rd Terr. @ Univ. Club	461	3-34	W	2
131		YARD			W	
132	City	SW 62nd Blvd @ Steinmart	175	5-75	C	2
133	City	900 SW 62nd Blvd @ Rockwood Villas	828	20	W	2
134	City	NW 23rd @ Super Walmart	1455	6	M	1
135	City	530 Waldo Rd @ Day Care	909	24	W	1
136	City	100 SW 13 St @ Mobil	363	8	C	1
137	City	6600 block SW Archer Road	1120	75	W	1
138	City	SW 2nd Ave @ SW 7th Terr.	53	1	C	1
139	City	1400 block 23rd Ave @ O2B Kids	252	8	C	1
140	County	3900 SW 20 Ave Kensington S	835	20	W	2
141	City	1400 NW 23rd Ave @ Furniture Kingdom	373	8	W	1
142	City	S Main St. @ Court House	288	6	M	2
143	City	1902 NE 2nd St @ Pine Grove Apt	707	15	W	1
144	City	2100 block SW 13th St @ Texaco	693	13	С	1
145	City	1411 N Main St @ Post Office	703	15	W	3
146	City	1422 N Main St @ Midas	762	15	W	2
147	City	5600 block W Newberry Rd South Side	177	5	W	1

" City/County Stop ID 148 City Newberry Rd @ NW 8th Ave 179 149 County SW 75th St @ Sparrow Condo 1082 150 City NW 19th St @ 36th Ave 426 151 City SW 13th St @Oakbrook Walk 695 152 City NW 39th Ave @ Girl's Club 424 153 City W Univ Ave. across GH&F 182 154 City 410 Waldo Rd @ Shands Health 910 155 City 1800 block NW 6th St Eastside 221 156 City 1800 block NW 6th St Westside 277 157 City 900 block NW 6th St 217 158 YARD	13 8 5	C W W M C	per Week
150 City NW 19th St @ 36th Ave 426 151 City SW 13th St @Oakbrook Walk 695 152 City NW 39th Ave @ Girl's Club 424 153 City W Univ Ave. across GH&F 182 154 City 410 Waldo Rd @ Shands Health 910 155 City 1800 block NW 6th St Eastside 221 156 City 1800 block NW 6th St Westside 277 157 City 900 block NW 6th St 217	8 13 8 5 24	W M W	1
151 City SW 13th St @Oakbrook Walk 695 152 City NW 39th Ave @ Girl's Club 424 153 City W Univ Ave. across GH&F 182 154 City 410 Waldo Rd @ Shands Health 910 155 City 1800 block NW 6th St Eastside 221 156 City 1800 block NW 6th St Westside 277 157 City 900 block NW 6th St 217	13 8 5 24	M W	
152 City NW 39th Ave @ Girl's Club 424 153 City W Univ Ave. across GH&F 182 154 City 410 Waldo Rd @ Shands Health 910 155 City 1800 block NW 6th St Eastside 221 156 City 1800 block NW 6th St Westside 277 157 City 900 block NW 6th St 217	8 5 24	W	1
153 City W Univ Ave. across GH&F 182 154 City 410 Waldo Rd @ Shands Health 910 155 City 1800 block NW 6th St Eastside 221 156 City 1800 block NW 6th St Westside 277 157 City 900 block NW 6th St 217	5 24		
154 City 410 Waldo Rd @ Shands Health 910 155 City 1800 block NW 6th St Eastside 221 156 City 1800 block NW 6th St Westside 277 157 City 900 block NW 6th St 217	24	С	1
155 City 1800 block NW 6th St Eastside 221 156 City 1800 block NW 6th St Westside 277 157 City 900 block NW 6th St 217			1
156 City 1800 block NW 6th St Westside 277 157 City 900 block NW 6th St 217	6	W	1
157 City 900 block NW 6th St 217		W	1
· ·	6	W	1
158 YARD	6	W	1
1 1		W	
159 City 2801 SW Archer Rd @ Brandywine Apts 37	1-12	W	2
160 County 4117 SW 20th Ave @ Addison Lanes 833	20	W	2
161 City 701 SW 63rd Blvd @ Spyglass 820	20	W	2
162 City Waldo Rd @ 16thAve @ Tacachale 870	24	С	1
163 County SW 75th St @ Tower Hill 1102	75	W	1
164 City 3601 SW 13th St @ Bivens Cove 687	13	W	2
165 City 400 block SW 63rd Blvd @ Cypress Point 821	20	W	2
166 City 6100 block Newberry Rd @ McDonalds 176	5	M	2
167 City 1700 blk SW 13th Str. @ CVS 1373	13	M	1
168 City 2200 block NW 13th St @ Rex 245	8	С	1
169 City SW 20th Ave @ Kangaroo 815	20	С	2
170 City 400 N.W. 1st Ave, 211	6	W	1
171 City SW 34th Str @ Univ. Terr Condos 642	35	W	1
172 City 2601 NW 23rd Blvd @ Brookwood Terr 375	8	W	2
173 City 4200 blk SW 2nd Ave @ Dr. Plaza 185	5	С	1
174 City 3801 SW 13th St @ The Landing Apts 685	13	W	2
175 City NW 13th St @ Burlington 255	15	M	3
176 City 2300 block NW 13th St @ Furniture Country 244	6	W	1
177 City 2902 NW 13th St @McDonald's 242	6	С	1
178 City Williston Rd @ SE 1st Terr. Zion Temple 784	16	С	2
179 City 3800 block NW 13th St @ Publix 239	6	W	1
180 City 927 NW 13th St @ Xerographic 367	8	W	1
181 City 500blk SW 2nd Ave @ The Continuum Apts 4	1	M	3
182 City NW 13th St @Big Lots 254	15	W	2
183 County SW Archer Rd @ Surge Plant 23	1-12	W	1
184 County 3000 block SW Archer Rd @ Car Wash 24	1-12	W	1
185 County 3009 SW Archer Rd @ Tucan Bend 35	1-12	W	2
186 City 2300 block SW Archer Rd @ Univ Commons 38	1-12	С	2
187 City 2392 SW 2nd Ave (FDOT) 932	34	M	1
188 City Williston Rd @ Hunters Run 967	35	W	1
189 City SW 8th Ave @ Sparrow Condo 1081	75	W	1
190 City NW 23rd Ave @ Good Will 1221	6	С	2
191 City SW 23rd Terr @ Williston Rd @ Countryside 489	9	W	2
192 City SW 23rd Terr @ Univ Commons 463	9	С	2
193 City 4800 NW 39th Ave 1012	43	С	1
194 County 4000 block SW 75th St @ Kenwood 1112	75	W	1
195 City 4200 block NW 16th Ave @ Fresh Market 508	10	W	1
196 City 4200 block NW 16th Ave @ Publix 533	10	M	1
197 City 300 block SW 16th Ave @ Arbor Apts 773	16-43	С	2

#	City/County	ADDRESS	Bus Stop ID	ROUTE #		# of PU per Week
198	City	4100 block NE 15th St @ One Room School	892	24	С	1
199	City	SW Archer Rd @ Captone	36	1-12	W	2
200	City	NW 23rd Blvd across Brook Wood Terr.	433	8	С	1
201	City	NE 39th Ave @ DOT	1428	39	С	1
202	City	NW 13th Str @ 16th Ave @ CVS	369	8	С	1
203	County	SW 37th Blvd @ SW 38thStr.	661	12	W	1
204	County	3515 SW 39th Blvd @ Greenwich Green	636	12	W	2
205	City	SW 12th St @ SW 4th Ave	50	1	С	2
206	City	S.W.13th Str. @ Resident Inn	684	13	W	2
207	City	SW 62nd Blvd @ Cypress Point	826	20	W	2
208	City	Williston Rd @ Campus Lodge	968	35	W	2
209	City	4200 block W Univ Ave @ NW 43rd St	164	5-43	W	1
210	City	NW 43rd St @ W Univ Ave	977	43	W	1
211	City	2100 block NE 2nd St @ McCoy Court	708	15	С	1
212	City	4200 blk SW 75th Str,	1047	75	C	1
213	City	NE 23rd Ave @ NE 7th St	710	15	C	1
214	City	SE 12th Ave. @ 19th Terr	89	2	С	1
215	County	SW 24th Ave @ SW 70th Terr	1066	75	C	1
216	County	5500 block NW 23rd Ave Southside	528	10	C	1
217	County	SW 75th St @ Library	1110	75	C	1
218	County	SW 75th St @ Publix East Side	1042	75	С	1
219	City	W Newberry Rd @ Pine Meadows Apts	1042	75	С	1
220	City	NE 16th Ave @ NE 9th St	865	24	С	1
221	City	Windmeadows Blvd. @ Lowes	1492	1	M	2
222	County	5600 block SW Archer Rd	1040	75	C	1
223	City	NW 39th Ave.	738	15	С	2
224	City	SW 13th St @ Dollor General	670	13	С	3
225	City	Newberry Rd @ Oaks Square	1096	75	W	1
226	City	SW13th St @ Boardwalk Apts	689	13	C	1
227	City	4000 block NE 15th St @ Lewis Apts	891	24	C	1
228	City	43rd Str. @ Library	987	43	С	1
229	City	3800 NE 15th St @ Family Service	748	15-24	С	1
230	City	2300 blk. SW 2nd. Ave (FDOT)	932	5	M	1
231	City	W Univ @ Seagle Blg	142	5	C	1
232	County	SW 61st St @ SW 10th Pl	1062	75	С	1
233	City	4100 NW 13th St.	238	6	С	1
234	City	1117 NE 16 Ave	867	24	С	1
235	City		275		C	
	•	NW 6th St @ NW 22nd Ave		6 13	C	1
236	County	4300 SW 13th St @ Mental Health	679	7	C	1
237	City	1100 blk SE 7th Ave.	294	9	C	1
238	City	SW 35th Pl @ Hickory Place Apts	457	5-10	W	2
239	City	700 block W Univ Ave @ Southside	204			1
240	City	1400 NE 39th Ave	746	15 2	C	1
241	City	116 SE 15th St	350		C	1
242	City	Newberry Rd @ Royal Park	161	5-43	С	1
243	City	817 SW 11th St	1238	C/R	C	2
244	City	700 block SW 12th St	48	1	C	2
245	City	SW 9th St @ Depot Ave	1209	C/R	C	2
246	City	NW 23rd Blvd across Cobblestone	431	8	W	1
247	City	SW 13th St. @ Econo Lodge	690	13	C	1

#	City/County	ADDRESS	Bus Store ID	ROUTE #		# of PU
248	City	NW 6th St @ NW 8th Pl	Stop ID 281	6	С	per Week
249	County	Off 75th St @ Park Place Car Wash	1093	75	C	1
250	City	SE 15th St & SE 4th Ave	1093	2	C	1
251	City	SW 40th Pl @ SW 27th Str.	449	9	C	2
252	City	SW 34th St @ Nationwide	970	35	C	1
	-	2700 Block W University Ave (FDOT)	1	43	M	2
253	City	• ` '	156			
254	City	3100 Block W University Ave (FDOT)	157	43	M	2
255	City	3500 Block W University Ave (FDOT)	159	43 5	M	
256	City	3400 Block SW 2nd Ave @ Hawaiian Village (FDOT)	190	5	M	2
257	City	3300 Block SW 2nd Ave @ Publix (FDOT)	191	5	M	2
258	City	3100 Block SW 2nd Ave (FDOT)	192		M	1
259	City	2600 Block SW 2nd Ave (FDOT)	194	5	M	1
260	City	NW 34th Str @ Capri	417	8	W	1
261	City	SE 7th Ave @ across Williams Elem.	115	7	C	1
262	County	SE 43rd St @ Eastside High School	324	7	C	1
263	City	2900 blk. SW 34th St.	637	35	C	2
264	City	3600 block SW 2nd Ave	189	5	C	1
265	City	SW 34th St @ The Laurels	972	12	W	2
266	City	NE 23rd Ave @ Car Wash	895	24	С	1
267	City	SW 20th Ave@ Pinetree Apts.	814	20	С	1
268	County	4300 SW 13th St across from The Meridian	683	13	С	1
269	County	4401 SW 13th Str Budget Inn	682	13	C	1
270	County	Ashley Park on SW 75th St	1043	75	C	1
271	City	2319 NE 15th St @ Forestry Dept.	715	15	C	1
272	City	2201 NW 43rd St @ Compass Bank	984	43	C	1
273	County	2200 NW 43 ST Across from Compass bank	1019	43	C	1
274	City	NE 39th Ave @ Tent City	1317	25	C	3
275	County	SE 43rd St off Hawthorne Rd	323	7	С	1
276	County	1100 SE 43rd St @The Glades	327	7	С	1
277	City	1927 NW 13th St	371	8	C	1
278	City	700 blk N. Main Str.	766	15	С	1
279	County	SE 35th St @ SE 16th Ave	332	7	С	1
280	County	3900 block NW 83rd St	1005	43	C	1
281	City	1000 block N Main St @ Dry Cleaners	764	15	C	1
282	City	2330 SW Williston Rd @ The Polio's	490	35	C	2
283	City	SW 23rd Terr @ Phoenix	484	9-34	С	2
284	City	SW 34th Str. @ Regency Oaks Apts.	957	34	C	1
285	City	SW 62nd Blvd @ Lakewood Villas	827	20	C	2
286	City	NE 39th Ave across from Grace Market	1318	25	С	3
287	City	4000 Block W Univ Ave across from Bonefish Grill	188	5-43	С	1
288	City	600 block NW 39th @ Steven Foster School	740	15	С	1
289	City	200 block NW 39th Ave across Bella Vista	742	15	С	1
290	City	SW 2nd Ave @ Law School (FDOT)	195	5	M	1
291	City	SW 2nd Ave @ Ball Field (FDOT)	196	5	M	1
292	City	SW 23rd Terr. @ Gator Apts.	486	9-34	С	1
293	County	SE 15th St &SE 41th Ave.	75	2	W	1
294	City	SW 40th Pl @ SW 26thTerr.	448	9	С	3
295	City	SW 35th Across Gville Place Apts.	947	35	C	1
296	City	SW 16th Str @ VA Hospital	1359	8	С	1
297	City	2900 BLK NW 13th St	256	15	C	1
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#	City/County	ADDRESS	Bus	ROUTE		# of PU
π	City/County	ADDRESS	Stop ID	#		per Week
298	City	4004 SW 26th Dr	951	34	C	1
299	City	200 block NE 16th Ave @ Max Loans	761	15	C	1
300	City	2600blk E Univ Ave. Southside	586	11	C	1
301	County	SW 61st St @ Linton Oaks	1063	75	C	2
302	City	N.W.34th Str. & N.W. 25th Terr.	412	8	C	3
303	City	1615 NE 16th Ave Fair View Apts	869	24	C	1
304	County	SW 34th Str. @ Dollar General	974	35	C	1
305	City	NE 25th St @3rd Pl E.S.	1240	11	M	1
306	City	NE 25th St @3rd Pl W.S.	581	11	M	1
307	City	NE 25th St @ 6th Ave W.S.	579	11	M	1
308	City	NE 25th St @ 6th Ave E.S.	608	11	M	1
309	City	NE 25th St @ 8th Ave E.S.	609	11	M	1
310	City	NE 25th St @ 8th Ave W.S.	578	11	M	1
				•		398

	BIG BELLY CANS - ON CALL ONLY			
Pulled	Butler Plaza	29	1	
	Publix N. Main St.	763	15	1
	Oaks Mall	173	5	1
Pulled	McDonalds 201 NW 13th Str.	364	8	
	SW 20th Ave @ Ventura Apts	832	20	1
	SW 20th Ave @ Southwest Villas Smart Bay	837	20	1
	SW 20th Ave @ Pinnacle Point Apts	811	20	1
	Walmart NE 12thAve	1234	11	1
	Walmart NE 12thAve	1235	11	1
				7

TOTAL 405