



Issue Date: February 11, 2016

*No Pre-Bid Meeting will be held.
Question Submittal Deadline is February 18, 2016.*

Bid Due Date: March 7, 2016 @ 3:00 p.m. local time

INVITATION TO BID

BID NO. RTSX-160018-DS

RETROFIT TRANSIT BUS COOLING SYSTEMS

Purchasing Representative:

Daphyne Sesco, Senior Buyer

Purchasing Division

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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: February 11, 2016

BID #: RTSX-160018-DS

BID NAME: Retrofit Transit Bus Cooling Systems

BID DATE: March 7, 2016
@ 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 proposal 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.

Deviations are not acceptable and will result in your bid response being considered “non-responsive”. 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. 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 East University Avenue, 3rd floor, Gainesville, Florida. Protests of the 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

SECTION I – INSTRUCTION TO BIDDERS

1. Definition of Terms

- 1.1 Authorized Representative: 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 Bidder: 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 Commercially Useful Function: Shall exist when the local small business is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The criteria in 49 CFR Parts 23 & 26, shall be utilized when determining whether a commercially useful function exists.
- 1.5 Construction Services: All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or an other improvements to real property.
- 1.6 Contract or Agreement: The Contract executed by the Owner 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.
- 1.7 Contractor: 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 Control: 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.
- 1.9 Disadvantaged Business Entity (DBE): A for-profit small business concern: (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, 51 percent of the stock of which is owned by one or more such individuals; and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 1.10 Laws and Regulations: 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.
- 1.11 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.
- 1.12 Local Small Business: 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.
- 1.13 Material Supplier: (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.
- 1.14 Specifications: 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.

- 1.15 **Subcontractor:** 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.
- 1.16 **Supplier:** (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.
- 1.17 **Work:** 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.

2. Specifications

- 2.1 All sections of the Specifications and all supplementary documents are essential parts of the Contract and requirements occurring in one are as though occurring in all. These Specifications and documents in their entirety shall be included in, and made a part of, the Contract between the City and the successful Bidder.
- 2.2 If there is any conflict between the terms and conditions contained in the Specifications, the precedence of the Specifications shall be as follows:
- (a) contract
 - (b) addenda or modifications of any nature, if any
 - (c) supplementary conditions, if any
 - (d) technical specifications, if any
 - (e) special provisions
 - (f) general conditions
 - (g) instructions to bidders
 - (h) bid form
 - (i) invitation to bid
- 2.3 Any Bidder in doubt as to the true meaning of any part of the Specifications or related documents may submit a written request to the City for interpretation thereof. Any interpretation to a bidder will be made only by an addendum duly issued and a copy of such addendum will be mailed or delivered to each Bidder receiving a set of documents.
- 2.4 A vendor who is aggrieved in connection with the specifications of this bid, may protest in writing to the City of Gainesville Purchasing Division prior to the opening of bids.

3. Bond Requirements

Bond requirements are detailed in the sections entitled Special Provisions.

4. Preparation of Bids

- 4.1 Bids shall be submitted in triplicate on the prescribed form provided in these Specifications. All copies must be plainly marked by the Bidder who will be responsible for their correctness. All blank spaces must be filled in as noted in ink or type. Any erasures or corrections must be initialed in ink by the Bidder. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.
- 4.2 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.
- 4.3 Deviations are not acceptable and will result in your bid response being considered “non-responsive”. Otherwise, it will be considered that labor, materials and equipment bid are in strict compliance with these Specifications and the successful Bidder will be held responsible for meeting those Specifications.

- 4.4 A Bidder is expected to fully inform itself as to the requirements of the Specifications and failure to do so will be at its own risk. A Bidder shall not expect to secure relief on the plea of error.

5. Contact Person

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 Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time City officials and employees award 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.

6. Qualifications of Bidders

- 6.1 The City 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.
- 6.2 If, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

7. Receipt and Opening of Bids

- 7.1 All bids must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in the Invitation to Bid. Any Bidder may withdraw its bid either personally, or by telegraphic or written communication at any time prior to the scheduled closing time for the bid.
- 7.2 The Bidder shall submit its bid on the form furnished with all indicated information filled in on the form. Bids shall be in the units specified for each item. The Bidder shall enter the company name wherever the Bid Form so indicates and shall sign the Bid Form wherever the Bid Form so indicates.
- 7.3 Bids shall be publicly opened at the time and place indicated in the Invitation to Bid and will be available for inspection upon notice of award or intended award or within 30 days after bid opening, whichever is earlier.

8. Consideration of Bids and Award of Contract

- 8.1 If the Contract is awarded, the City will accept the bid and award the Contract to the successful Bidder(s) within sixty (60) days after the opening of the Bids by written notice to the successful Bidder(s). The City reserves the right to award this bid on the basis of each line individually, any combination of line items or all line items combined as it determines to be in its best interest. The City reserves the right to not award any line item as it determines to be in its best interest.
- 8.2 Failure on the part of the successful Bidder to execute a Contract within fifteen (15) days after the notice of acceptance shall be just cause for annulment of award. The City may then accept the bid of the next best evaluated bid or re-advertise for bid.
- 8.3 If the bid of the next best Bidder is accepted, this acceptance shall bind such Bidder as though he were the original successful Bidder
- 8.4 City reserves the right to award the contract to other than the low Bidder for such reasons as acceptability of specific products or designs, delivery times, warranties, past performance, unacceptable deviations or exceptions taken to these Specifications

or degree of compliance with any other requirement of these Specifications. Further, City shall have the right to consider price, quality, past performance, time required for performance and qualifications of the Bidder in making the award.

8.5 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. In projects where federal funds are used for the services, articles 2, 3 and 4 will not apply.

8.6 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.

8.7 Any contract resulting herefrom shall not be effective until fully executed by all parties.

9. Performance

9.1 All material and parts shall be bid F.O.B. Gainesville, Florida, at the job site.

9.2 The performance time may be a factor in the evaluation of the Bid. The performance time shall be defined as the anticipated time period expected to elapse between receipt of the purchase order or execution of the Contract and completion of the work. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the Contract and will surely be considered in the evaluation of future bids.

10. Collusion

10.1 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.

10.2 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 will such person directly or indirectly benefit by more than five (5) 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.

11. Addenda

Addenda issued by City prior to the bid opening shall be binding as if written into the Specifications. Bidders shall acknowledge receipt of the same as indicated on the Bid Form.

12. Proprietary Information

Responses to this Invitation to Bid, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119 be submitted in a separate envelope and clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Invitation to Bid number marked on the outside. Please also note that details of the Invitation to Bid, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

In the event the City determines that any materials claimed to be exempt as trade secrets do not qualify as such, the bidders will be contacted and will have the opportunity to rescind their response or waive their claim to confidentiality. Please be aware that the designation of an item as a trade secret by you, and the refusal to disclose any materials submitted to the City, may be challenged in court by any person. By your designation of material in your response as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim, and the City's refusal to disclose.

SECTION II – GENERAL CONDITIONS

1. Scope

These General Conditions shall govern purchases by the City of Gainesville under these Specifications, except that Special Provisions and Technical Specifications, whether provided by separate section attached hereto or stated in the Invitation to Bid, will govern if any conflict arises between such sections and these General Conditions.

2. Cancellation

The City reserves the right to cancel any purchasing agreement arising out of an award under these Specifications if, in its opinion, there is any failure to adequately perform the requirements of these Specifications. Under these conditions, cancellation will be effective immediately upon written notification to the vendor and such cancellation will relieve the City from any obligation to purchase any items under such purchasing agreement.

3. Delay

3.1 Notwithstanding the delivery schedule, the City shall have the right to delay the delivery for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the delivery schedule shall be extended for a period equivalent to the time lost by reason of the City's delay.

3.2 If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either the City or Vendor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by the City within its control, Vendor's sole remedy under the Contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the contract plus Vendor's lost profit in respect to the equipment or materials procured, manufactured or kept idle for the City under the Contract.

3.3 If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Vendor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

4. Bids

4.1 All discounts shall be stated as a part of the bid and shall be fully explained. Prompt payment discounts shall not be considered in the award of the bid.

4.2 Bids shall be considered based on the following priority:

4.2.1 First, only those bids which are firm for the contract period.

4.2.2 Second, those bids which are not firm but which specify a guaranteed maximum price adjustment for the contract period will be considered at the maximum level the price could possibly obtain.

4.3 Late payment penalties, if any, shall be listed as Clarifications and Exceptions to paragraph 4.4 and shall not be included as a part of the quotation.

4.4 The price shall be determined by the price in effect on the date an order is placed. The City shall not be responsible for any additional charges not accepted by the City, and any invoicing at variance with this provision shall be grounds for cancellation of the Contract at the option of the City.

5. Eligibility of Equipment or Materials

5.1 When a particular manufacturer's name and catalog number "or equivalent" is specified, consideration will be given to other manufacturers. The term "or equivalent" shall be defined to mean of similar design and performance characteristics. If a product is being bid as an equivalent, complete technical data necessary to properly evaluate such product shall be submitted with the bid.

- 5.2 The City reserves the right to request additional data after the bid is opened and prior to the award. Failure to supply data necessary to properly evaluate a product will constitute sufficient reason for rejection the bid.
- 5.3 All information specifically requested by this Specification shall be furnished attached to the bid. Failure to do so may invalidate the bid.

6. Deviations From Specifications

- 6.1 Deviations are not acceptable and will result in your bid response being considered “non-responsive”. 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 these Specifications.
- 6.2 The City reserves the right to waive clarifications in awarding the bid in the best interest of the City.
- 6.3 Equipment or materials supplied by award of this bid which does not comply with the Specifications shall be subject to return by the City at the expense of the vendor. Credit in an amount equal to the cost of the equipment or materials, plus any delivery charges resulting from such return, shall be made to the applicable City account. The City shall have a 60 day period following receipt of equipment to make notifications of non-conformance.

7. Warranty

- 7.1 The bidder shall indicate on the Bid Form if any warranty is being provided by either itself or a manufacturer, and if any such warranty is being provided, such warranty shall be stated on the Bid Form or attached thereto and submitted as part of the bid.
- 7.2 When the manufacturer normally warrants the equipment or materials being supplied, the vendor shall provide such warranty to the City or shall state as a Clarification and Exception the reason the vendor is not able to provide such warranty.

8. Errors

The Bidder shall read the Specifications fully and be informed as to the requirements of these Specifications. Failure to do so will be at Bidder's own risk. A Bidder shall not be relieved of a requirement of these Specifications on the plea of error.

9. Payment

- 9.1 Invoicing. The contractor shall be responsible for invoicing the City for payment as described below.
- 9.2 Payment. Payment will be due to the Contractor thirty (30) days after receipt of the invoice, provided 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 or failure by the Contractor to comply with the “Prompt Payment: Late Payments by Contractors to Subcontractors and Material Suppliers; penalty:” clause. 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).

- 9.3 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 Contractor, 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 the 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 payment owed. Retainage is also subject to this prompt payment requirement and must be returned to the Subcontractor or Material

Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

9.4 Records of progress payment made by prime contractors to Subcontractors or Material Suppliers are required at least on a monthly basis. However, information can be submitted more frequently than monthly.

9.5 For a contract for construction services, the City and Contractor agree to abide by the regulations stated in the Local Government Prompt Payment Act (FS).

10. Notices

10.1 Notices to the Contractor pursuant to these Specifications shall be deemed to have been properly sent when mailed to the Contractor at the address provided on the Bid Forms.

10.2 Notices to the City shall be deemed to have been properly sent when mailed to the Purchasing Manager of the City at the address stated for the mailing of bids on the Invitation to Bid.

11. Insurance

11.1 Owners and Subcontractors Insurance. The Contractor shall procure and maintain worker's compensation insurance to the extent required by Florida Statute 440 for all his employees to be engaged in work under this Contract.

11.2 Public Liability Insurance. The Contractor shall procure and shall maintain broad form comprehensive general liability insurance (including contractual coverage) and comprehensive automobile liability insurance in the amounts shown in the Special Provisions section. The City shall be an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed.

Comprehensive General (Public) Liability (other than automobile):

- B) Premises/Operations
- C) Independent Contractors
- D) Products/Completed Operations
- E) Personal Injury
- F) Contractual Liability
- G) Explosion, collapse and underground property damage (unless such coverage is excluded in the Special Provisions section)

Comprehensive Automobile Bodily Injury and Property Damage Liability:

- A) Owner/Leased Automobiles
- B) Non-Owned Automobiles
- C) Hired Automobiles

11.3 Proof of Carriage of Insurance. The Contractor shall furnish the City a Certificate of Insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

12. Non-Assignment/Subcontractors

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

12.2 The Contractor must notify the City in writing of any intention to assign or subcontract and no assignment shall occur or subcontractor shall be employed without the written approval of the City.

12.3 If the City grants written consent, the Contractor shall be as fully responsible to the City for acts and omissions of persons directly or indirectly employed by him as he is for the acts and omissions of persons strictly employed by him.

13. 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.”

14. Sovereign Immunity

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

15. Records/Audits

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.

16. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties

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.

17. 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. In the case where Federal funds are being utilized, articles 2, 3 and 4 will not apply.

18. Indemnification

The Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and other persons employed or utilized by the Contractor in the performance of the work.

19. Dispute

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

20. 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.

21. Joint Bidding/Cooperative Purchasing Agreement

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.

22. Florida Public Records Act

Florida has a very broad public records law. By entering into an agreement with the City, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
- c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City and contractor. City may pursue all remedies for breach of this agreement.

SECTION III – SPECIAL PROVISIONS

1. Scope

These Special Provisions shall supplement the General Conditions and shall govern purchases by the City of Gainesville under these Specifications, except that Technical Specifications, whether provided by separate section attached hereto, or stated in the Invitation to Bid, will govern if any conflict arises between such technical specifications and these Special Provisions.

2. Term of Purchasing Agreement

- 2.1 These Specifications shall be for the purchase of an estimated quantity of materials ordered on an as-needed basis.
- 2.2 Any bid submitted in response to these Specifications shall be binding for a period of 60 calendar days after the bid opening date.
- 2.3 An award made under these Specifications shall in no way prevent the City of Gainesville from requesting bids on identical or similar items to those covered herein.
- 2.4 The contract period for work under this agreement shall commence upon execution of the contract and shall be completed 180 days from start date stated in the Notice to Proceed.

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.

3. Delivery Schedule

- 3.1 Meeting specified delivery schedules is of the essence of this Contract and is a significant part of the performance of the Contract. Failure to meet such schedules may result in cancellation of the Contract as described in Section 2 of the General Conditions and will be considered in the evaluation of future bids.
- 3.2 The delivery schedule as used herein and as stated on the Bid Form is hereby defined as the period which will elapse between receipt of a purchase order and the arrival of the equipment at the designated point of delivery.
- 3.3 Time of delivery shall be within the time stated on the bid form.

4. Delivery Location

- 4.1 All equipment shall be bid F.O.B. Gainesville.

5. Inquiries

- 5.1 Any inquiry should be directed to Daphne Sesco, Purchasing Division, 200 University Avenue, Room 339, Gainesville, Florida 32601, (352) 334-5021.

6. Insurance

The Contractor shall furnish the City a Certificate of Insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

- Contractor shall be required to maintain sufficient insurance to cover its liability in performance of the contract.
- The following insurance amounts shall be required for (See Section 12, General Conditions for details):
 - Worker's Compensation insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Comprehensive General (Public) Liability (other than automobile)	\$500,000 combined single limit for bodily injury and property damage.
Automobile Bodily Injury	\$300,000 per individual \$500,000 aggregate
Automobile Property Damage Liability	\$500,000 per occurrence

NOTE: The City of Gainesville shall be named as an additional insured on an insurance certificate in a form which is acceptable to the City.

7. Subcontractors

- Subcontractor will be allowed.
- Subcontractor will not be allowed.

SECTION IV – TECHNICAL SPECIFICATIONS

1. Scope

The provisions contained in this section are intended to be cooperative 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. Technical Specifications

These minimum specifications are for the retrofit of the existing conventional hydraulic engine and charge air cooling systems, with an electric engine and charge air cooling system on an estimated 38 transit buses. The cooling system shall be sufficient size to maintain all engine and transmission fluids and engine intake air at safe continuous operating temperatures in accordance with engine and transmission manufacturers' cooling system requirements. The cooling system in new condition shall have an ambient capacity with vehicle at maximum GVW of at least 120 degrees F (54 degrees C) at Peak Torque using a 50-50 mix of ethylene glycol/water at sea level operation.

The buses to be retrofitted with the electric engine cooling system are:

- 38 Gillig Lowfloor Buses model year 2007-2011 equipped with Cummins ISL 280hp series engines and ZF Automatic transmissions.

RTS desires the installation of the electric engine cooling systems to be performed at the RTS bus Garage located at 34 SE 13th Road, Gainesville, FL 32601. RTS will reserve two (2) bays within the Maintenance Garage, and will provide two buses per day to the awarded contractor throughout the term of this project.

The intent of the work is to implement a technology that will increase cooling efficiency, reduce fuel consumption 5 to 10 percent, lower greenhouse gas (GHG) emissions, and improve reliability.

The electrically driven engine cooling system shall meet or exceed the technical specifications herein.

3. Engine and Charge Air Cooling Systems

The electric engine cooling system shall consist of, but not be limited to the following:

3.1. Engine Cooling System Construction & Serviceability

Engine charge air coolers (CAC) and radiators shall replace OEM CAC and radiator. Heat exchangers shall be high efficiency core designs. Heat exchanger fins (louvered/slit design fins are not acceptable) shall not exceed 10 fins per inch. Heat exchangers shall not be stacked in front of one another. Heat exchangers shall be of a robust design so that they can be cleaned with high pressure spray wash. All steel components shall be E-coated or powder coated. Cooling system shall be mechanical shock tested to a 20 GPK specification.

The radiator and charge air cooler system shall include all piping, hoses, boots, clamps, brackets, and hardware required to connect the radiator and charge air cooling circuits.

3.2. Engine Cooling System 24V DC Electric Fan Specification

The engine cooling system shall be equipped with 24V DC (nominal) electric fans capable of independent control. Electric fans shall have an operating temperature range of -40°F to 205°F (-40°C to 95°C) without performance degradation and produce sufficient air flow necessary to meet the 120 degree F ambient cooling requirements. The system shall have fan air flow dividers to maximize fan control performance. System shall have corrosion resistant shroud, cover and controller housing. Fans shall have SAE J1308 compliant finger guards. Fans shall have an integrated controller capable of 2-way communication and will independently default to a speed that allows vehicle operation if communication with the system controller or engine/trans J1939 communications is compromised. Fans shall be tested to withstand thermal cycles for 125 hours according to SAE J1455 Fans shall have a minimum L10 life of 20,000 continual hours when run at 85C ambient temperature, maximum speed, and maximum current draw.

3.3 Engine Cooling System Service Tool Software Capabilities

Engine cooling system supplier shall provide free 24/7 web access to service documentation, troubleshooting manuals, and service tool software. Unlimited use of diagnostic and troubleshooting software shall be provided. The service tool software shall be capable of operating on a Windows PC based computer. The service tool shall connect to the vehicle via a standard J1939/RP1210 compliant data-link adapter when connected to the vehicle's standard SAE J1939 9-pin diagnostic port. A USB Link connected via the standard 9-pin diagnostic connector found in the engine compartment and interior of the bus shall provide diagnostic communication to a laptop computer.

The service tool software shall communicate with all electronic components of the cooling system and shall have the ability to identify a specific fan, parameter, or data-link input experiencing a diagnostic condition and allow the user to independently command each fan bank to any speed within its normal operating range to aid in troubleshooting.

Service tool software shall recognize the cooling system configuration and display troubleshooting information specific to the cooling system upon user request. The diagnostic software shall have a display of active and previously active diagnostic codes along with the supporting information of the number of times the code occurred, the first and last time that each code type occurred. The service tool software shall provide the service technician the capability of commanding the fans and the diagnostic LED for troubleshooting.

The service tool shall have the capability to display all data pertinent to proper operation of the cooling system including all inputs and outputs used for control as well as present fan speeds and temperatures.

The service tool software shall be capable of downloading from the cooling system the cooling system performance data, vehicle performance data and cooling system diagnostic code history data and provide a means for the user to generate a report of the data, view and analyze this data at a later time, automatically compare data between two different cooling systems and analyze elapsed data between two downloads from the same cooling system. The service tool software shall have an integrated data logging feature capable of allowing the user to capture all parameters pertinent to proper cooling system operation while the cooling system is operating and provide a means for the user to view and analyze this data at a later time. The service tool software shall be capable of field updating the software contained within all software controlled electronic components of the cooling system. The service tool software shall not grant rights to all users to perform field updates, but shall contain options to allow advanced access to programming capability via customer request. These upgraded access rights shall be provided at no charge and for the life of the product.

System supplier will make software update files available at no charge for life of the product.

3.4 Electric Engine Cooling System Control Logic

The system shall be capable of sensing pertinent engine, transmission, and vehicle operating conditions and control the speed of the fans to maintain optimal engine and transmission operating temperatures while avoiding over-temperature diagnostic conditions. In the event that vehicle communication is severed and unavailable, the cooling system shall failsafe with all fans commanded to a speed that allows the vehicle to return to the depot without assistance. In the event that the mechanism by which an individual fan receives its command is severed, that individual fan shall run at a speed that allows the vehicle to return to the depot without assistance.

To aid in cleaning maintenance of the heat exchangers, an easily accessible momentary switch shall be located within the engine compartment that can be used to force the cooling fans to perform an automatic reverse operation. The cooling system shall also be capable of accepting a reverse command from another component, such as a telematics device, connected to the J1939 data-link. The number of each type of reverse operation shall be counted and available in a history data download via the service tool.

The thermal system controller shall monitor vehicle speed and be capable of reducing fan RPM when the vehicle is stopped or at low speed conditions to assure the system complies with APTA noise standards.

The cooling system shall provide engine compartment air circulation only when the engine coolant temperature is within its normal operating temperature range and shall use only those fans that have a minimal effect on engine coolant temperature and/or intake manifold temperature.

The thermal system shall detect all single point failures and respond in a manner that maximizes the limp home capability thereby maximizing the opportunity for the vehicle to return to the depot without assistance. For all single point electrical failures internal to the cooling system or in its inputs directly used for temperature regulation, a fault

code and displayed written description of failure shall automatically be stored. Each fault code shall be set as an active condition upon failure detection and shall be cleared to a previously active condition automatically when the failure has been repaired. Active fault conditions shall be reported via the SAE J1939 DM1 message including SPN and FMI information for each fault code to be available to a telematics system. Active fault codes shall be reported on an LED in the engine compartment using a sequence of blinks that can be quickly interpreted by service personnel, shall be displayed with all related information on the service tool for detailed troubleshooting analysis, and shall be available to be included in a history report of the vehicle via the service tool.

The thermal system shall have the capability of reporting the software version and serial number of each software controlled electronic device via the SAE J1939 SWID and ECUID messages so that telematics systems can automatically capture this information for fleet maintenance records. System shall store all necessary electronic warranty data.

3.5 Charging System

The electric engine cooling system shall include an appropriately sized new Niehoff alternator with wiring, mounting brackets, remote mounted voltage regulator, and voltage regulator harness. A 500 amp Niehoff CE803D alternator (minimum output at idle of 340 amps) and all mounting hardware, belts, pulleys, cooling air duct / air filter, and associated charging system hardware shall replace the OEM charging system if greater output is required.

3.6 Power Steering Pump

The power steering pump shall be compatible with the engine mounting provisions and have the capacity required for the bus steering system.

3.7 Engine Cooling System Performance

The results of a full load cooling test of the electric engine cooling system demonstrating that the system will meet the engine and transmission manufacturers' requirements at 120 degrees F ambient temperature shall be submitted with proposal. The test shall have been performed on a bus with similar configuration and powertrain.

4. **Experience/Durability**

Bidders and/or their subcontractors must demonstrate a minimum of 5 years' experience in transit bus repair/overhaul. Bidders must demonstrate they and/or their subcontractors have successfully retrofitted their proposed cooling system into Heavy Duty Transit Buses.

Bidders must demonstrate the cooling system their proposing has deployment in service for 5 years.

5. **On-Site Training**

The awarded contractor shall provide RTS a laptop computer loaded with diagnostic software and any required cables to connect to the SAE J1939 9-pin diagnostic port. The awarded contractor will provide a minimum of 3 training sessions for maintenance, diagnosis and repair of the Electric Engine Cooling Fan Systems. Typical size training session is ten (10) participants at a location and time designated by RTS, to be identified after contract award. Each training session shall be approximately four (4) hours long. Schedules and lesson plans shall be provided for RTS approval. An exact copy of the training presentation, in Microsoft PowerPoint, shall be provided to the RTS Contract Manager, at no additional cost, prior to the first training session, as a permanent record and for future use by RTS.

6. **Delivery Timeline**

The retrofit installation will commence immediately after the issuance of a Purchase Order by RTS, and be completed on the estimated 38 buses within 6 months.

Electric Engine Cooling System Implementation Timeline	
Task	Completion
Review and approval of installation of first Electric Engine Cooling Fan System	Within 1 month after NTP
Training	Within 1 month after NTP
Installation of remaining Electric Engine Cooling Fan Systems	Within 5 months after approval of installation of the first Electric Engine Cooling Fan System

7. Warranty

In addition to all other warranties that may be supplied by the awarded bidder, the awarded bidder shall warrant its product and service against faulty labor and/or defective material for a minimum period of Three (3) years after the date of acceptance by RTS on a per bus basis. During the term of the warranty period the vendor shall provide a complete system for RTS inventory.

8. Manuals

RTS desires all manuals, operation, and maintenance manuals to be provided on CD. Electrical schematics shall be specific to the units delivered.

9. License/Permits

Bidders are required to provide all applicable business license/permits, that apply to **Motor Vehicle Repair** in the state their business is located.

10. Vehicles

A list of the vehicles planned for installation of the EMP systems follows. The list is provided so that prospective contractors can evaluate the quantity and types of vehicles comprising the RTS fleet. The vehicle list is subject to change prior to contract award.

Veh #	Year	Make	Vehicle ID Number	Description	Engine
702	2007	Gillig	15GGD271671078082	40' Transit Bus Low floor	ISL 8.9L Cummins
703	2007	Gillig	15GGD271871078083	40' Transit Bus Low floor	ISL 8.9L Cummins
704	2007	Gillig	15GGD271X71078084	40' Transit Bus Low floor	ISL 8.9L Cummins
705	2007	Gillig	15GGD271171078085	40' Transit Bus Low floor	ISL 8.9L Cummins
706	2007	Gillig	15GGD271371078086	40' Transit Bus Low floor	ISL 8.9L Cummins
707	2007	Gillig	15GGD271571078087	40' Transit Bus Low floor	ISL 8.9L Cummins
708	2007	Gillig	15GGD271771078088	40' Transit Bus Low floor	ISL 8.9L Cummins
709	2007	Gillig	15GGD271971078089	40' Transit Bus Low floor	ISL 8.9L Cummins
710	2007	Gillig	15GGD271571078090	40' Transit Bus Low floor	ISL 8.9L Cummins
711	2007	Gillig	15GGD271771078091	40' Transit Bus Low floor	ISL 8.9L Cummins
712	2007	Gillig	15GGD271971078092	40' Transit Bus Low floor	ISL 8.9L Cummins
801	2009	Gillig	15GGD271991177014	40' Transit Bus Low floor	ISL 8.9L Cummins
802	2009	Gillig	15GGD271091177015	40' Transit Bus Low floor	ISL 8.9L Cummins
803	2009	Gillig	15GGD271291177016	40' Transit Bus Low floor	ISL 8.9L Cummins
804	2009	Gillig	15GGD271491177017	40' Transit Bus Low floor	ISL 8.9L Cummins
1001	2010	Gillig	15GGD271XA1178306	40' Transit Bus Low floor	ISL 8.9L Cummins
1002	2010	Gillig	15GGD2717B1179558	40' Transit Bus Low floor	ISL 8.9L Cummins
1003	2010	Gillig	15GGD2719B1179559	40' Transit Bus Low floor	ISL 8.9L Cummins
1004	2010	Gillig	15GGD2715A1178309	40' Transit Bus Low floor	ISL 8.9L Cummins

Veh #	Year	Make	Vehicle ID Number	Description	Engine
1005	2010	Gillig	15GGD2711A1178310	40' Transit Bus Low floor	ISL 8.9L Cummins
1006	2010	Gillig	15GGD2713A1178311	40' Transit Bus Low floor	ISL 8.9L Cummins
1007	2010	Gillig	15GGD2715A1178312	40' Transit Bus Low floor	ISL 8.9L Cummins
1008	2010	Gillig	15GGD2717A1178313	40' Transit Bus Low floor	ISL 8.9L Cummins
1009	2010	Gillig	15GGD2719A1178314	40' Transit Bus Low floor	ISL 8.9L Cummins
1010	2010	Gillig	15GGD2710A1178315	40' Transit Bus Low floor	ISL 8.9L Cummins
1011	2010	Gillig	15GGD2712A1178316	40' Transit Bus Low floor	ISL 8.9L Cummins
1012	2010	Gillig	15GGD2714A1178317	40' Transit Bus Low floor	ISL 8.9L Cummins
1013	2010	Gillig	15GGD2716A1178318	40' Transit Bus Low floor	ISL 8.9L Cummins
1014	2010	Gillig	15GGD2718A1178319	40' Transit Bus Low floor	ISL 8.9L Cummins
1015	2010	Gillig	15GGD2714A1178320	40' Transit Bus Low floor	ISL 8.9L Cummins
1016	2010	Gillig	15GGD2716A1178321	40' Transit Bus Low floor	ISL 8.9L Cummins
1017	2010	Gillig	15GGD2718A1178322	40' Transit Bus Low floor	ISL 8.9L Cummins
1101	2011	Gillig	15GGD2718B1178435	40' Transit Bus Low floor	ISL 8.9L Cummins
1102	2011	Gillig	15GGD2717B1179558	40' Transit Bus Low floor	ISL 8.9L Cummins
1103	2011	Gillig	15GGD2719B1179559	40' Transit Bus Low floor	ISL 8.9L Cummins
1104	2011	Gillig	15GGD2715B1179560	40' Transit Bus Low floor	ISL 8.9L Cummins
1105	2011	Gillig	15GGD2717B1179561	40' Transit Bus Low floor	ISL 8.9L Cummins
1106	2011	Gillig	15GGD2719B1179562	40' Transit Bus Low floor	ISL 8.9L Cummins

11. Additional Requirements and Supporting Documentation

For your bid to be considered “responsive” you must comply with the following requirements by indicating acceptance and/or initialing on the Bid Form. Supporting documentation is requested to be provided with your bid response for most items; documentation examples are listed after each bulleted item. Documentation missing from the bid response will be requested after the receipt of bids.

- All bidders shall carry the required City, County, State and/or Federal licenses that apply to **Motor Vehicle Repair** in the state their business is located. *(Copy of current 2015/2016 Motor Vehicle Repair license; copy of current 2015/2016 City, County, State and/or Federal license)*
- All bidders proposing the use of subcontractors are required to provide documentation that the subcontractor currently possesses the required City, County, State and/or Federal licenses that apply to **Motor Vehicle Repair** in the state their business is located. *(Copy of current 2015/2016 Motor Vehicle Repair license; copy of current 2015/2016 City, County, State and/or Federal license)*
- Bidders are required to demonstrate they have a minimum of five years of business experience in transit bus repair and/or overhaul. *(Copies of Motor Vehicle Repair licenses for previous four years)*
- Bidders must demonstrate they have had successful system deployment. *(Space is provided for the information on the Business References form)*
- Bidders are required to list up to three (3) references where they have had successful system deployment. *(Complete the attached Business References form.)*
- Bidder must provide data that proposed system meets technical specifications. *(Provide technical literature to show that the proposed system meets all the requirements)*
- System proposed by vendor must be available in Gillig Bus Builds. *(Letter from Gillig indicating system availability)*

12. Federal Transit Administration (FTA) Requirements

STATEMENT OF FINANCIAL ASSISTANCE. *This solicitation will be funded in whole or in part by the U.S. Department of Transportation, Federal Transit Administration.*

The following requirements are applicable for this solicitation:

12.1 No Government Obligation to Third Parties

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12.2 Program Fraud and False or Fraudulent Statements and Related Acts

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

12.3 Access to Records and Reports

The following access to records requirements apply to this Contract:

- a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- d) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- e) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- g) FTA does not require the inclusion of these requirements in subcontracts.

12.4 **Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

12.5 **Civil Rights**

The following requirements apply to the underlying contract:

- 1) **Nondiscrimination** – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:
 - a. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age** – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

12.6 **Disadvantaged Business Enterprise (DBE)**

- 1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation for the period October 1, 2013 through September 30, 2016 is **1.5%**.
- 2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract,

which may result in the termination of this contract or such other remedy as City of Gainesville, Florida deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

- 3) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 4) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Gainesville, Florida. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- 5) The contractor must promptly notify City of Gainesville, Florida, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Gainesville, Florida.

12.7 **Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

12.8 **Americans with Disabilities Act**

- (1) *New Buses and Construction*: All design and construction must meet all federal regulations of 49 CFR Part 37 and Part 38.
- (2) *Used Buses*: Must meet all federal regulations of 49 CFR Part 38.
- (3) *Modification of Facilities*: Must meet all federal regulations of Appendix A to 49 CFR Part 37, the ADA Accessibility Guideline (ADAAG).

12.9 **Privacy Acts**

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

12.10 **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Gainesville requests which would cause City of Gainesville to be in violation of the FTA terms and conditions.

The following requirements are conditional based upon value and/or item/service requested:

12.11 **Termination** - *If this solicitation or contract is valued at \$10,000 or greater:*

- a. **Termination for Convenience (General Provision)** The City of Gainesville, Florida may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Gainesville, Florida to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Gainesville, Florida, the Contractor will account for the same, and dispose of it in the manner the City of Gainesville, Florida directs.

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 retained funds 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.

- b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Gainesville, Florida may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Gainesville, Florida that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Gainesville, Florida, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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.

- c. Opportunity to Cure (General Provision)** The City of Gainesville, Florida in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City of Gainesville's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City of Gainesville, Florida setting forth the nature of said breach or default, City of Gainesville, Florida shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Gainesville, Florida from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach** In the event that City of Gainesville, Florida elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Gainesville, Florida shall not limit City of Gainesville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Gainesville, Florida may terminate this contract for default. The City of Gainesville, Florida shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- 12.12 **Recycled Products** – *If this solicitation or contract is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the City of Gainesville procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds:*

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

- 12.13 **Government Wide Debarment and Suspension (Nonprocurement)** – *If this solicitation or contract is valued at \$25,000 or more:*

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Gainesville, Florida. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Gainesville, Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 12.14 **Buy America** – *If this solicitation or contract exceeds \$100,000 (includes rolling stock and construction):*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

- 12.15 **Breaches and Dispute Resolution** – *If this solicitation or contract exceeds \$100,000:*

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the City Manager or designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager or designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager or designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by City of Gainesville, Florida, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Gainesville, Florida and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Gainesville, Florida is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Gainesville, Florida, the Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 12.16 **Lobbying** – *If this solicitation or contract is for \$100,000 or more:*
Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- 12.17 **Clean Air** – *If this solicitation or contract exceeds \$100,000, including for indefinite quantities where the amount is expected to exceed \$100,000 in any year:*
 (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 12.18 **Clean Water** – *If this solicitation or contract is for \$100,000 or more:*
 (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 12.19 **Cargo Preference** - *If this solicitation or contract involves the transportation of purchased property by ocean vessel:*
 The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- 12.20 **Contract Work Hours and Safety Standards Act** - *If this solicitation or contract, whether for construction or nonconstruction activities, exceeds \$100,000:*
 (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 (2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar

day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) **Withholding for unpaid wages and liquidated damages** – The City of Gainesville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

BUY AMERICA CERTIFICATION
(Certify either "Compliance" or "Non-Compliance", not both)

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____ Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____ Signature _____

Company Name _____

Title _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE BID RESPONSE FOR THE BID TO BE CONSIDERED RESPONSIVE.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by OMB
 0348-0046

(To be submitted by bidder, if applicable, refer to instructions on the next page)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known : Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known :	9. Award Amount, if known : \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CONTRACTOR RESPONSIBILITY CERTIFICATION

The Bidder is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes. For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

	YES	NO
1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?		
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?		
3. Has the firm defaulted on any project in the past three (3) years?		
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?		
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of \$1,000?		
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?		
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?		
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?		
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?		
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?		
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the City of Gainesville. The firm also understands that the City of Gainesville may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.		

Under the penalty of perjury, the Bidder's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Bidder's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Bidder by his or her signature below.

Bidder Name: _____

Name/Title of person completing this form: _____

Signature: _____

Date: _____

BUSINESS REFERENCES

PROJECT: Retrofit Transit Bus Cooling System

BIDDER NAME: _____

Provide the following business reference information for up to three clients that demonstrate successful system deployment. You may include photos or other pertinent information.

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____
Cooling System Deployment Date: _____
Is the Deployed System still in operation? _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____
Cooling System Deployment Date: _____
Is the Deployed System still in operation? _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____
Cooling System Deployment Date: _____
Is the Deployed System still in operation? _____

Signature: _____ Date: _____

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE BID RESPONSE FOR THE BID TO BE CONSIDERED RESPONSIVE.

BID FORM

TO: City of Gainesville, Florida
Purchasing, Station 32
200 East University Avenue
Gainesville, Florida 32601

PROJECT: **Retrofit Transit Bus Cooling Systems**

BID#: **RTSX-160018-DS**

BID DUE DATE: **March 7, 2016 at 3:00 p.m. local time**

CITY’S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: Daphyne Sesco, Senior Buyer Telephone Number: 352-334-5021
Fax Number: 352-334-3163
Email address: sescoda@cityofgainesville.org

Bidder Legal Name: _____

Bidder Alias/DBA: _____

Bidder’s Address: _____

BIDDER’S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: _____ Telephone Number _____

Date: _____ Fax Number _____

Email address _____

BIDDER’S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only person 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 percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five 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 it has carefully examined the 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.

ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.’s _____, _____, _____, to these Specifications.

TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

BID PRICES

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications for the prices bid below. Award will be for either OPTION 1 or OPTION 2, not both.

OPTION 1: Purchase/Retrofit Service (On-Site at RTS)	PER BUS PRICE	TOTAL BID PRICE
All labor, materials, equipment, and supplies, of each bus, necessary to purchase, remove, install, and test retrofit transit bus cooling system for all 38 Gillig 40” Low Floor Diesel Transit buses identified in the bid in accordance with bid specifications.	\$ _____/bus	38 buses x \$ _____/bus = \$ _____

OPTION 2: Purchase/Retrofit Service (Off-Site at Bidder’s Location)	PER BUS PRICE	TOTAL BID PRICE
All labor, materials, equipment, and supplies, including pickup/delivery of each bus, necessary to purchase, remove, install, and test retrofit transit bus cooling system for all 38 Gillig 40” Low Floor Diesel Transit buses identified in the bid in accordance with bid specifications.	\$ _____/bus	38 buses x \$ _____/bus = \$ _____

ADDITIONAL BIDDER INFORMATION

Bidder’s manufactured proposed system: _____

Bidder acknowledges and agrees to provide data that the proposed system meets the technical specifications? Yes No
(initial)

Bidder acknowledges and agrees that the system proposed must be available in Gillig Bus Builds? Yes No (initial)

Bidder’s Motor Vehicle Repair License/Permit #: _____

Are you proposing use of subcontractor: Yes No

If yes, provide name of Bidder’s Subcontractor: _____

Provide Subcontractor’s Motor Vehicle Repair License/Permit #: _____

Does Bidder have a minimum of five (5) years of business experience in transit bus repair and or overhaul? Yes No

Has Bidder had successful system deployment? Yes No

Note: THE PRICES SET FORTH SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

Note: The City reserves the right to award this bid on the basis of each line individually, any combination of line items or all line items combined as it determines to be in its best interest. The City reserves the right to not award any line item as it determines to be in its best interest. The City reserves the right to negotiate pricing for like items of differing sizes not specifically covered in this bid.

SIGNATURE ACKNOWLEDGES THAT: (check one)

Bid is in full compliance with the Specifications.

Signature also acknowledges that Bidder has read the Federal Transit Administration requirements (refer to the Technical Specifications) and agrees that the provisions thereof shall apply to this bid.

ATTEST:

Signature

By: _____

Title: _____

(CORPORATE SEAL)
BIDDER:

Signature

By: _____

Title: _____

DRUG FREE WORKPLACE FORM

The undersigned 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 later 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 if 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 person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

BID #: **RTSX-160018-DS**

DUE DATE: **March 7, 2016
@ 3:00 p.m., local time**

SEALED BID ON: **Retrofit Transit Bus Cooling Systems**

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____