



Issue Date: October 23, 2014

Non-Mandatory Pre-Bid Conference and Tour:
November 4, 2014 @ 8:00 a.m.
at RTS Administration Building
100 SE 10th Avenue
Gainesville, Florida

Bid Due Date: November 20, 2014 @ 3:00 p.m.

INVITATION TO BID

BID NO. RTSX-150025-DS

JANITORIAL SERVICES FOR
REGIONAL TRANSIT SYSTEM FACILITIES

Purchasing Representative:
Daphne Sesco, Buyer II
Purchasing Division
Phone: (352) 334-5021
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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: **October 23, 2014**

BID #: **RTSX-150025-DS**

BID NAME: **Janitorial Services for Regional
Transit System Facilities**

BID DATE: **November 20, 2014
@ 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. 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.

A non-mandatory pre-bid conference and tour will be held on November 4, 2014 at 8:00 a.m. at RTS Administration Building, 100 SE 10th Avenue, Gainesville, Florida.

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 E. University Avenue, Gainesville, Florida. Protests in respect to intended award must be filed within five business days of posting for purchases which do not require prior approval of the City Commission and within five business days for purchases which require prior approval of the City Commission. It is the Bidder's responsibility to inform himself of intended award and specific protest procedures.

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

PROPOSAL

TO: City of Gainesville, Florida
Purchasing Division, Station 32
200 East University Avenue
Gainesville, Florida 32601-0490

PROJECT: **Janitorial Services for Regional Transit System Facilities**

BID #: **RTSX-150025-DS**

CITY'S REPRESENTATIVE [to be contacted for additional information on this Proposal]:

Daphyne Sescoda, Buyer II	Telephone:	352-334-5021
	Fax:	352-334-3163
	Email:	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 persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

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

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

BID SPECIFICATIONS1. 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 business responsible for execution of the work of the contract is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- 1.5 Contract or Agreement: The Contract executed by the City and Contractor for the performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 1.6 Contract Price: The total sum of moneys payable to the Contractor for completion of the Work in accordance with the Contract.
- 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 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.
- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 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.

- 1.15 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.
- 1.16 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.
- 1.17 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.

2. BIDS

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

3. SIGNING AND SUBMISSION OF BID

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

4. JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT

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

5. EVALUATION AND AWARD

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

- (a) price
- (b) past performance of Bidder
- (c) degree of compliance with any other requirement of these Specifications

6. EXAMINATION OF THE SITE – TECHNICAL QUESTIONS

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

7. EFFECT OF BID

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

8. 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.

9. CONTACT

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

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

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Gainesville purchasing division 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.

CONTRACT SPECIFICATIONS10. CITY'S CONTRACTOR

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

11. RESPONSIBILITY OF CONTRACTOR/INDEMNIFICATION

The safe and complete prosecution of the work shall be the responsibility of the Contractor. Subcontractors shall not be permitted. The Contractor shall indemnify and hold harmless the city, its agents, officers and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the work through the use of unacceptable materials or by or on account of any activity or omission, neglect or misconduct of the Contractor or a Subcontractor or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" or any other law, by-laws, ordinance, order or decree. Contractor shall follow all City, County, State and Federal laws, regulations or ordinances. Contractor shall remedy promptly, and without cost to the City, any defective materials or workmanship supplied under the Contract which appear within one year from the date of completion of the work.

12. LIABILITY INSURANCE

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

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

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

- Automobile Liability Insurance
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).
- Pollution Liability Insurance
 - 1) Contractor's Pollution Liability (or equivalent coverage) with limits of no less than \$5M for the Scope of Work being performed for the " City" must be provided, including, but not limited to, all associated waste handling, transportation, loading / unloading, storage, disposal, recycling and other tasks relating to, or otherwise necessary for the completion of the Scope of Work.
 - 2) If Pollution Liability coverage is claims-made, then an extended reporting provision, or evidence of renewed coverage, for 5 years from the completion of work must be provided. If coverage is occurrence, then evidence of 2 years completed operations extension, or renewed coverage including completed operations, must be provided.

- 3) Coverage should be modified/endorsed to provide the following benefits to the "City"
 - i) primary coverage, with no contribution for other primary insurance
 - ii) **The City shall be an additional insured on such Pollution Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.**
 - iii) waiver of subrogation
- 4) No contractual liability exclusion should apply to the Scope of Work performed by, or on behalf of, the "Contractor"

[] "XCU" (Explosion, Collapse, Underground Damage)

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

13. TERM OF CONTRACT

The contract period for work under this agreement shall commence upon execution of the contract and will continue for five (5) years.

However, upon satisfactory and faithful performance of this contract by the Contractor, the City reserves the right, through negotiation with the Contractor, to extend the term of this contract for a 12 month period with a maximum of 0 such extensions.

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.

14. DELAY

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

15. TERMINATION

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

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

16. TERMINATION FOR CONVENIENCE

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

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

17. CLEANUP AND FINAL PAYMENT

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

18. ASSIGNMENT OF CONTRACT

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

19. SOVEREIGN IMMUNITY

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

20. PAYMENT

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

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

21. PROMPT PAYMENT ASSURANCELATE PAYMENTS BY CONTRACTORS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS PENALTY

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

22. CLAIM FOR EXTRA PAYMENT OR CHANGE ORDER

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

23. 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.

24. 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.

25. 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.

26. PERMITS AND LICENSES

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

27. COLLUSION

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

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

28. 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

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.”

ADDENDA

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

TAXES

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

BID PRICES

The City has the option to award LOT I and LOT II separately or as one large contract, whichever is in the best interest of the City.

LOT I

Bidders are to provide monthly rates below which will remain firm for each year of the five (5) year contract. The City has the right to terminate LOT I services should the property be sold.

ITEM	FACILITY	EST. SQ. FT.	BID PRICE YEAR 1	BID PRICE YEAR 2	BID PRICE YEAR 3	BID PRICE YEAR 4	BID PRICE YEAR 5
			MONTHLY RATE	MONTHLY RATE	MONTHLY RATE	MONTHLY RATE	MONTHLY RATE
1*	Old Administration Building 100 S.E. 10 th Avenue	5,600	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____
2*	Old Operations Building 100 S.E. 10 th Avenue	3,450	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____
3*	Old Maintenance Facility 100 S.E. 10 th Avenue	2,300	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____
4*	Old Training Room 100 S.E. 10 th Avenue	340	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____	O = \$ _____ U = \$ _____
EMERGENCY CALL-OUT			\$ _____/hour _____ Hr. Minimum	\$ _____/hour _____ Hr. Minimum	\$ _____/hour _____ Hr. Minimum	\$ _____/hour _____ Hr. Minimum	\$ _____/hour _____ Hr. Minimum

*Provide prices for when building is occupied or unoccupied. O = Occupied U = Unoccupied

To determine the overall price for Lot I the Monthly Rate for each occupied building will be calculated out for each year of the contract and then added together.

LOT II

Bidders are to provide monthly rates below which will remain firm for each year of the five (5) year contract. The City reserves the right to add additional facilities during the life of this contract, if applicable, and will negotiate the price at that time.

ITEM	FACILITY	EST. SQ. FT.	BID PRICE	BID PRICE	BID PRICE	BID PRICE	BID PRICE
			Year 1	Year 2	Year 3	Year 4	Year 5
			MONTHLY RATE	MONTHLY RATE	MONTHLY RATE	MONTHLY RATE	MONTHLY RATE
1	Transfer Station 700 SE 3 rd Street	460	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Administration and Operations Building (i.e. offices, break rooms, restrooms, conference rooms, training rooms) 34 SE 13th Road	27,800	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Maintenance Facility (i.e. offices, training room, break room, restrooms) 34 SE 13 th Road	12,700	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Fuel Service Building (i.e. offices, break room, restrooms) 34 SE 13th Road	980	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
EMERGENCY CALL-OUT			\$ _____ /hour _____ Hr. Minimum	\$ _____ /hour _____ Hr. Minimum	\$ _____ /hour _____ Hr. Minimum	\$ _____ /hour _____ Hr. Minimum	\$ _____ /hour _____ Hr. Minimum

To determine the overall price for Lot II the Monthly Rate for each building will be calculated out for each year of the contract and then added together.

SIGNATURE ACKNOWLEDGES THAT: (Check)

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.

CORPORATE SEAL (If corp.)

ATTEST/WITNESS:

BIDDER:

Signature

Signature

By _____

By _____

Title: _____

Title: _____

TECHNICAL SPECIFICATIONS

1. SCOPE

- 1.1 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.
- 1.2 The City of Gainesville, Florida Regional Transit System (RTS) is requesting bids from qualified providers of janitorial services for maintenance and cleaning services at various RTS facilities. Bidders may submit a bid for LOT I, LOT II or both; however the City reserves the right to make the award(s) as it deems to be in the best interests of the City. This includes basic janitorial cleaning services, routine carpet care, hard floor care and trash removal. Bidders may also submit pricing for on-call janitorial services in case of emergencies in which someone may be called to a facility to handle a janitorial-related issue “above and beyond” the routine service.

Successful bidder is responsible for furnishing all equipment, supplies and consumables (i.e. can liners, toilet paper, paper towels, hand soap, floor cleaner, wax, etc.) necessary to fulfill the obligations and requirements of this bid. Refer to 5. General Requirements regarding City’s final approval of all chemical/cleaners before using/storing at RTS facilities.

2. DETAILED DESCRIPTION OF THE WORK

2.1 DAILY SERVICES

- 2.1.1 All waste paper receptacles or other type trash cans will be emptied into containers outside the building. Receptacles will be spot cleaned for spills and odors before returning to the original position. The proper liner shall be placed in the receptacle and replaced as needed. Receptacles will be completely cleaned as often as needed.
- 2.1.2 All drinking fountains will be cleaned with approved cleaners and wiped dry.
- 2.1.3 All hard and tile floor areas will be swept with treated dust mops and where required, spots cleaned daily with a wet mop and the appropriate cleaning solution for spills, stains, etc. All hard and tile floors shall be swept, mopped with a suitable cleaner, scrubbed, rinsed and damp mopped relatively dry twice a week. This includes stairways and landings. In areas where a finish needs to be applied or reapplied in order to retain a high gloss, the floor area must be completely clean prior to refinishing.
- 2.1.4 All traffic lanes and heavy use areas of all carpeted areas will be vacuumed daily and spot cleaned for spillages. All carpeted areas under leg base obstructions will be vacuumed weekly and carpeted areas under flush base obstructions will be vacuumed as required. All vacuums used will be of a double motor type set to the proper height adjustment.
- 2.1.5 Entrance glass doors, interior glass doors and mirrors will be cleaned each visit. Any inside glass, such as transom windows, or window walls will be cleaned weekly. All other interior glass and exterior first floor glass area entrance will be cleaned once every three months and should be performed simultaneously with the cleaning of blinds and/or drapes associated with each individual window.
- 2.1.6 Computer room areas shall be dry cleaned using spray buff system to prevent damage to electrical equipment.
- 2.1.7 Outside entrance stoops and porches shall be swept each visit. Trash cans and ash trays located in these areas shall be emptied each day.
- 2.1.8 Restrooms, commodes, urinals, showers, and lavatories will be cleaned by using detergents and any other materials necessary to keep them free from discoloration, encrustation, dirt, scum and objectionable odors. Sanitary napkin disposal units will be emptied each visit. Fingerprints and all soap and soil spots will be washed off mirrors, doors, partitions, walls, and woodwork. Floors will be swept and mopped with a soap solution.
- 2.1.9 Toilet room dispensers, paper towels, toilet tissue, and hand soap shall be checked and replenished daily. RTS will supply all paper goods and hand soaps.
- 2.1.10 Clean and disinfect counter tops and exteriors of appliances in break rooms, including the café on the 2nd floor of the Administration building.
- 2.1.11 Wipe out inside of microwaves.

2.2 WEEKLY SERVICE

- 2.2.1 Clean all partition glass, window walls, transom windows and display cases on the interior part of the building.
- 2.2.2 All room corners, tops of baseboards will be swept with a counter brush; corners, edges of floors, and areas under leg base obstructions will be cleaned daily; floor areas under flush base obstructions will be cleaned as needed.
- 2.2.3 All other furniture, including chairs, cabinets, clothes racks, picture frames, ledges, doors, window kedges or any other furniture that is part of the area to be cleaned will be dusted weekly. Dusting will be required above and below eye height. Any foreign matter that cannot be removed when dusting will be spot cleaned with appropriate cleaners. Furniture with fabric upholstery should be vacuumed rather than dusted and spot cleaned with appropriate cleaners as needed.
- 2.2.4 Clean telephones with appropriate cleaners at least weekly but more often if necessary.
- 2.2.5 Clean A/C intake vents.

2.3 SERVICE EVERY THREE MONTHS. Note: Contractor shall notify the Contract Manager at least forty-eight (48) hours prior to performing any of the following services.

- 2.3.1 Clean ceiling panels and vents.
- 2.3.2 Sweep or vacuum internal non-glass walls to remove cob webs.
- 2.3.3 Clean all carpeted areas and remove all spots and stains, if possible. Carpets will be cleaned using a method approved by RTS, once every three (3) months, or as requested by the RTS Contract Manager or his designee for an additional fee. [This section also includes carpeted entrance mats.] All carpet cleaning will be performed by trained technicians using professional cleaning equipment and techniques.
- 2.3.4 Completely strip and clean all tile flooring and other flooring which is not non-wax flooring and apply new finish appropriate for floor type.
- 2.3.5 Clean all interior glass not previously specified and exterior first floor glass with appropriate cleaners. This includes window frames and mullions.
- 2.3.6 Clean all blinds and/or vacuum drapes. This should be performed simultaneously with associated window cleaning.

2.4 EMERGENCY SERVICE. Emergency service will be provided within four (4) hours after Contract Manager notifies the Contractor of such a need.

3. FACILITIES

3.1 The following facilities are to be included in this contract:

<u>Facility</u>	<u>Location</u>	<u>Estimated sq. ft</u>
a) Old Administration Building*	100 SE 10 th Ave.	5,600
b) Old Operations Building*	100 SE 10 th Ave.	3,450
c) Old Maintenance Facility*	100 SE 10 th Ave.	2,300
d) Old Training Room*	100 SE 10 th Ave.	340
e) Transfer Station	700 SE 3 rd St.	460
f) Admin and Operations Building	34 SE 13th Road	27,800
g) Maintenance Facility	34 SE 13th Road	12,700
h) Fuel Service Building	34 SE 13th Road	980

Note: Square footage in buildings to be cleaned should be verified by the contractor. Estimated square footage is provided only to give bidder a rough idea of the size of the cleaning task.

* Provide prices for occupied and unoccupied buildings

4. STANDARDS OF WORKMANSHIP

- 4.1 FLOOR SWEEPING. A satisfactory or acceptable swept floor will not have dust streaks, marks, dirt in corners, below radiator, behind doors, or under furniture. Furniture or other equipment moved during sweeping will be replaced. Wall bases, equipment, doors, and furniture will not be disfigured by sweeping mop or broom. After sweeping, the room will appear orderly and well attended.
- 4.2 DAMP MOPPING. A satisfactory or acceptable damp mopped floor presents a clean appearance and is free from streaks, smears, dirt residue, and water. Damp mopping is accomplished by use of a cotton mop, detergent solution and clean water as indicated elsewhere herein.
- 4.3 SCRUBBING, CLEANING AND DRY-CLEANING. A satisfactory or acceptable scrubbed floor or cleaned carpet has no embedded dirt, cleaning solution, film, stains, marks, or water.
- 4.4 POLISH OR WAX REMOVAL. Satisfactory or acceptable polish or wax removal is accomplished when surfaces including wall bases have all polish or wax removed and the surface has been rinsed with clean water, and it is clean, uniform in appearance and free of streaks, spots, and standing water.
- 4.5 BUFFING. All waxed areas will be buffed sufficiently for maximum gloss and uniform sheen leaving no soiling or heavy marks in order for the buffing to be satisfactory or acceptable.
- 4.6 DUSTING. A satisfactory or acceptable dusted surface is free of all dust, dust streaks, lint, cob webs, dirt, oily streaks or stains from contact with oily dusters. The dust must be removed, not scattered around the room.
- 4.7 PLUMBING FIXTURES AND TOILET ROOMS. Acceptably cleaned toilet room fixtures and rooms have no objectionable odors. Toilet bowls, washbowls and urinals will be clean and bright and without soap film. Dispensers will be filled and in working condition. There will be no markings on walls or fixtures. Floor, wainscoting and partitions will be clean and bright. All metal fixtures and other hardware and adjacent surfaces will be clean and bright. Mirrors will be clean and free of smudges.
- 4.8 GLASS CLEANING. Glass is satisfactorily or acceptably cleaned when the glass surface is without streaks, film, deposits or stains and it has a uniformly bright appearance with all adjacent surfaces wiped clean and dry. Glass is to be cleaned inside and outside at the same time.
- 4.9 METAL CLEANING. Metal is acceptably and satisfactorily cleaned when all surfaces are without deposits or tarnish and it has a uniformly bright appearance with all adjacent surfaces wiped free of cleaner.
- 4.10 SPOT CLEANING. A surface adequately and acceptably spot cleaned has been substantially cleaned of recent or new dirty hand prints, coffee stains or other recent soiling.
- 4.11 VACUUMING. Corners, edges of floors and areas under obstructions will be cleaned along with general unobstructed areas in all rooms being services. The carpet will be free of all debris.
- 4.12 WAXING OR REFINISHING. A surface is acceptably waxed or refinished when the previous finish has been completely removed, the area completely clean and free of all marks, and a new finish appropriate for the floor type applied yielding a maximum gloss and uniform sheen.

5. GENERAL REQUIREMENTS

- 5.1 Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents and will have been providing like services for a period of at least five (5) years. Include with your bid response a business license or related permit(s) to support your firm has been providing same or similar services for a minimum of five (5) years.
- 5.2 The contractor shall supply a Commercial Blanket Bond which covers loss occasioned by theft and hazards customarily covered by such bonds in the amount of \$10,000; such policy to cover losses by identifiable employees.
- 5.3 Bidder should include a list identifying resources for both personnel and equipment to be used in providing janitorial services to RTS facilities.
- 5.4 Successful bidder must submit a list of chemical/cleaners, including MSDS information, to the Contract Manager for approval before using/storing at RTS facilities. All chemicals shall be stored in clearly marked containers with all necessary

warning and precautionary labels readily displayed. Containers shall not be left uncapped unnecessarily. Copies of Material Safety Data Sheets shall be posted for each chemical present.

- 5.5 RTS will provide an area for the Contractor to store equipment and supplies. Areas utilized by the Contractor shall be kept in a neat and organized manner.
- 5.6 All normal safety practices shall be observed by the Contractor when performing work at RTS facilities.
- 5.7 The Contractor shall be responsible for securing all facilities during their work and upon their completion of work and for safekeeping of any keys required.
- 5.8 All chemicals used shall be approved by the RTS Contract Manager or his designee.
- 5.9 Contractor shall not deviate from these specifications unless prior approval is received from the RTS Contract Manager or his designated representative.
- 5.10 If items that require immediate repair are discovered during routine cleaning activities, immediately contact the Contract Manager. All other items discovered should be reported the next business day.

6. COMMUNICATIONS BOARD

If requested by the RTS Contract Manager or his designee, the Contractor shall maintain a communications board at each location. This board shall be used as the central location for posting and relaying information in regards to the contract, etc. At a minimum, it may include the following information:

- a) Emergency Contacts
- b) RTS Contract Technical Specifications
- c) Service Schedules
- d) Cleaning Personnel and their work schedules
- e) Daily Cleaning Tasks
- f) Weekly Cleaning Tasks/Schedules
- g) Quarterly Cleaning Tasks/Schedules
- h) Comment Forms
- i) Material Safety Data Sheets for products being used

7. SERVICE SCHEDULE

Administration Building Monday-Thursday, 6pm-12am or until cleaning is complete.
Operations Building..... Monday-Friday, 6pm-12am or until cleaning is complete.
Maintenance Building..... Monday-Friday, 6pm-12am or until cleaning is complete.
Training Building Monday-Friday, 6pm-12am or until cleaning is complete.
Transfer Station Monday-Friday, 6pm-12am or until cleaning is complete.
Transfer Station Restrooms Sunday-Saturday, 6pm-12am.

No service will be required on the following RTS Holidays:

- Veterans' Day, Monday, November 11, 2013
- Thanksgiving Day, Thursday, November 28, 2013
- Day after Thanksgiving, Friday, November 29, 2013
- Christmas Eve, Tuesday, December 24, 2013
- Christmas Day, Wednesday, December 25, 2013
- New Year's Day, Wednesday, January 1, 2014
- Martin Luther King, Jr.'s Birthday, Monday, January 20, 2014
- Memorial Day, Monday, May 26, 2014
- Independence Day, Friday, July 4, 2014
- Labor Day, Monday, September 1, 2014

8. REPORTING

Along with the monthly invoice, Contractor shall provide the RTS Contract Manager or his designee with a report updating on work performed and anticipated dates for next scheduled monthly and quarterly tasks.

9. ADDITIONAL REQUIREMENTS

Bidders are requested to provide copies of applicable business licenses/permits or other documentation, Business References form and Equipment/Personnel form as required below with the bid response. However, the Buyer will request documentation that is not provided with the bid response after the receipt of bids.

- All bidders shall carry the required City, County, State and Federal licenses that apply to their business practices.
Provide copies of current applicable licenses/permits.
- Bidders are required to demonstrate a minimum of five years of business experience in providing janitorial services.
Provide copies of the past five years worth of applicable licenses/permits.
- Bidders are required to list three (3) recent references for similar work completed within the last three (3) years.
Complete the attached Business References form.
- Bidders are required to include a list identifying resources for both equipment and personnel to be used in providing janitorial services to RTS facilities.
Complete the attached Equipment/ Personnel form.

10. 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:

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 **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.

10.7 **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.

10.8 **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).

10.9 **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.

10.10 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:]

10.11 Termination - *If this solicitation or contract is valued at \$10,000 or greater (with the exception of contracts with nonprofit organizations and institutions of higher education, for which the applicable threshold is \$100,000):*

- 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.

Non-Construction:

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.

Non-Construction:

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 Convenience (Professional or Transit Service Contracts)** The City of Gainesville, Florida, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Gainesville, Florida shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **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.

10.12 **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.

10.13 **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.

10.14 **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.

10.15 **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.

10.16 **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.

10.17 **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.

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

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.

CERTIFICATION REGARDING DEBARMENT

The prospective contractor certifies, by submission of this bid or proposal, that neither it nor 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 the City of Gainesville. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Gainesville, 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.

Signature of Contractor's Authorized Official

Name of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

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.

Name of Bidder: _____

Name/Title of person completing this form: _____

Signature: _____

Date: _____

**SUBCONTRACTOR/SUBCONSULTANT LIST
and
BIDDER STATUS**

The Bidder/Proposer shall provide information on ALL prospective subcontractor(s)/subconsultant(s) who submit bids/quotations in support of this solicitation. Use additional sheets as necessary.

IDENTIFY EVERY SUBCONTRACTOR(S)/SUBCONSULTANT(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED D/M/WBE FIRM? (Check all that apply)	PERVIOUS YEAR'S ANNUAL GROSS RECEIPT'S	UTILIZING ON THIS PROJECT
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____ _____	SCOPE OF WORK: _____ _____ _____ _____ AGE OF FIRM: _____	YES ____ NO: ____ IF YES, DBE ____ OR MBE ____ OR WBE ____	____ Less than \$500K ____ \$500K-\$2 mil ____ \$2 mil - \$5 mil ____ more than \$5 mil.	YES or NO
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____ _____	SCOPE OF WORK: _____ _____ _____ _____ AGE OF FIRM: _____	YES ____ NO ____ IF YES, DBE ____ OR MBE ____ OR WBE ____	____ Less than \$500K ____ \$500K-\$2 mil ____ \$2 mil - \$5 mil ____ more than \$5 mil.	YES or NO
NAME: _____ ADDRESS: _____ _____ PHONE: _____ FAX: _____ CONTACT PERSON: _____ _____	SCOPE OF WORK: _____ _____ _____ _____ AGE OF FIRM: _____	YES ____ NO ____ IF YES, DBE ____ OR MBE ____ OR WBE ____	____ Less than \$500K ____ \$500K-\$2 mil ____ \$2 mil - \$5 mil ____ more than \$5 mil.	YES Or NO

Check here if use of subcontractor(s)/subconsultant(s) is/are not applicable for this project:

Name of Bidder/Proposer: _____

Name/Title of person completing this form: _____

Is Bidder/Proposer a DBE? ____ Yes ____ No

If No, is Bidder/Proposer a M/WBE? ____ Yes ____ No

Signature: _____

Date: _____

EXHIBITS

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

AFFIDAVIT OF NON-COLLUSION

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

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

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public

My Commission expires _____, 20_____.

Proposer's E.I. Number: _____
(Number used on Employer's Quarterly Federal tax return)

TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. **This form should be completed and submitted with the bid.**

Please TYPE or PRINT legibly. Use additional sheets as necessary.

SUBCONTRACTORS

Company Name	Company Phone Number	Class of Work	% or Price of Work	Disadvantaged Business Entity
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

MATERIALS SUPPLIERS

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Disadvantaged Business Entity
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidding Company Name: _____

Form Completed By: _____

Date: _____

Title: _____

BUSINESS REFERENCES

PROJECT: Janitorial Services for Regional Transit System Facilities

BIDDER NAME: _____

Number of years your firm has been doing this type of work: _____ years

Provide information for three references of similar janitorial jobs performed within the past three years. You may include photos or other pertinent information.

#1 Year(s) services provided (i.e. 1/2009 to 12/2009): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

#2 Year(s) services provided (i.e. 1/2009 to 12/2009): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

#3 Year(s) services provided (i.e. 1/2009 to 12/2009): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

Signature: _____

Date: _____

EQUIPMENT/PERSONNEL FORM

Copy form as needed

<u>Equipment Make and Model</u>	<u>Year (age)</u>	<u>Use of Equipment</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____
6) _____	_____	_____
7) _____	_____	_____
8) _____	_____	_____

<u>Personnel Name</u>	<u>Years with firm</u>	<u>Years Experience</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____
6) _____	_____	_____
7) _____	_____	_____
8) _____	_____	_____

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

BID #: **RTSX-150025-DS**

DUE DATE: **November 20, 2014
@ 3:00 p.m., local time**

SEALED BID ON: **Janitorial Services for Regional Transit System Facilities**

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 workload does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____