



GAINESVILLE REGIONAL UTILITIES

CITY OF GAINESVILLE, FLORIDA

Solicitation No. 2019-051

Issue Date: January 26, 2019

Mandatory Pre-bid Meeting: February 12, 2019

Questions Due: February 22, 2019

Due Date @ 2:00 p.m.: March 12, 2019

Meeting: A mandatory pre-bid meeting will be held on February 12, 2019 @ 9:00 a.m. The location of the meeting is Eastside Operations Center, 4747 North Main Street, Gainesville Florida 32609.

**JANITORIAL AND PORTER SERVICES
AT GRU'S EASTSIDE OPERATIONS CENTER**

**Purchasing Representative:
Name: Amy Broskey
Title: Procurement Specialist II
Phone: (352) 393-1254
Email: Broskeyar@gru.com**

***Gainesville Regional Utilities*
301 S.E. 4th Avenue
Gainesville, FL 32601**

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INSTRUCTIONS

1.0 DEFINITION OF TERMS FOR INSTRUCTIONS.

- Addendum/Addenda: Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.
- Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- Best and Final Offer (BAFO): The final proposal submitted after competitive negotiations are completed that contains the Responders most favorable terms.
- Bid: The written response to a Solicitation.
- Due Date: The date the response is due.
- Non-Responsive: A response that does not meet the material requirements of the solicitation.
- Redacted: The censoring of part of a Response.
- Respondent: An individual or business entity that submits a response to a Solicitation.
- Response: A written document submitted by a Respondent in reply to Solicitation.
- Responsive: A response that conforms in all material respects to the requirements set forth in the Solicitation.
- Solicitation: A written document issued by an agency to obtain information or pricing for goods and/or services. May also be referred to as an Invitation to Bid, Request for Proposal, Request for Quotation, or Request for Statement of Qualifications.
- Work: Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.

2.0 PRE-BID OR PRE-PROPOSAL MEETING.

A **mandatory** meeting will be held on **Tuesday, February 12, 2019 beginning at 9 a.m.** at the **EOC located at 4747 North Main Street, Gainesville Florida**. Responses will only be accepted from companies that had a representative in attendance at the pre-bid meeting.

Those interested in attending the pre-bid meeting must inform the Purchasing representative. Those needing special accommodations must contact the GRU Representative at least two (2) business days prior to the scheduled meeting.

Attendees must show government-issued photo identification (driver's license) for entry into secured facilities.

A site visit will be conducted following the meeting.

Representatives arriving to the pre-bid meeting more than 10 minutes late will not be allowed to participate in the meeting.

3.0 EXAMINATION OF SOLICITATION DOCUMENTS AND WORK SITE.

- 3.1 Prior to responding to the Solicitation, Respondents are responsible for the following: (a) examining the Solicitation thoroughly, (b) if applicable, visiting the work site to become familiar with local conditions that may affect the cost, progress, performance of furnishing the Work, (c) considering federal, state and local laws and regulations that may impact or affect cost, progress, performance or furnishing of the Work, (d) studying and carefully correlating Respondent's observations with the Solicitation, and (e) notifying the Purchasing Representative of all conflicts, errors or discrepancies in the Solicitation.
- 3.2 Respondents are expected to become fully informed as to the requirements of the Specifications and failure to do so will be at their own risk. Respondents cannot expect to secure relief on the plea of error.

- 3.3 A Respondent who is aggrieved in connection with the specifications of this Solicitation may protest in writing to Utilities Purchasing at least seven (7) business days prior to the Response due date.

4.0 INTERPRETATIONS AND ADDENDA.

- 4.1 All questions about the meaning or intent of the Solicitation are to be directed to the Purchasing Representative, unless stated otherwise in the Solicitation. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda sent to all parties recorded as having received the Solicitation. Questions received less than seven (7) business days prior to the Response due date/time may not be answered by the Purchasing Representative. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications that are not memorized by formal written Addenda will be without legal effect.
- 4.2 Addenda may also be issued to modify the Solicitation as deemed advisable by the Purchasing Representative.
- 4.3 Addenda issued by GRU prior to the Solicitation due date/time are considered binding as if written into the original Solicitation. Respondents are responsible for ensuring that all addenda have been received prior to submitting their Response.

5.0 RESPONSE SUBMITTALS.

The following information is required with the Response:

Failure to provide the following information may be cause for the response to be deemed non-responsive:

- Pricing Response Form
- A minimum of three (3) examples of past Work similar in size and scope to this project. Each example must include a **current contact name and phone number** for the Owner's project representative as well as an accurate description of the completed project.
- Respondent's Certification
- Drug Free Workplace Certification
- Certification of Compliance With Living Wage
- Subcontractor Information Form
- Commercial Blanket Bond
- If small business enterprise (SBE) or service disabled veteran enterprise (SDVE), provide evidence that you are certified by the City of Gainesville Equal Opportunity Department (EO) in order to receive the preference.
- If local business, provide Business Tax Receipt and Zoning Compliance Permit with the City of Gainesville in order to receive the preference.

6.0 RESPONSE PREPARATION.

- 6.1 The Pricing Response Form is included in the Solicitation and should be used to submit pricing information, providing a price for all items listed on the form, unless noted otherwise.
- 6.2 All blanks on the Respondent's Certification Form must be legibly completed in ink (computer printed, typed or handwritten).
- 6.3 A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a document showing authorization of such person's authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.
- 6.4 The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).
- 6.5 Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Certification Form.
- 6.6 Costs for developing a response to the Solicitation are the sole obligation of the Respondent.
- 6.7 Respondent's pricing must include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com.
- 6.8 Respondents are encouraged to use environmentally sustainable practices in response to the Solicitation when possible. This may include providing double-sided copies, minimal use of plastic covers, binders, tabs or dividers, etc.

7.0 PRICE.

- 7.1 The price stated on the Pricing Response Form is firm. Any additional charges that were not included in the Response will not be paid by GRU unless approved in writing by an authorized GRU representative. Subsequent to contract formation, pricing inconsistencies on invoices may be grounds to cancel the contract.
- 7.2 If the Respondent offers discounted pricing, such as prompt payment discounts or volume discounts, it must be clearly stated and explained on the Pricing Response Form. Such discounts, if applicable, will not be used in determining award of the Solicitation.

8.0 DEVIATIONS FROM SPECIFICATIONS.

- 8.1 Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled "Clarifications and Exceptions" and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications.
- 8.2 GRU reserves the right to waive clarifications and exceptions to the Solicitation if determined by GRU to be in GRU's best interest.

9.0 SOLICITATION RESPONSE.

- 9.1 **Response must be in the possession of Utilities Purchasing by 2:00 p.m. on the due date.** Possession is defined as being physically received in Utilities Purchasing at the GRU Administration Building, 301 S.E. 4th Avenue, 3rd Floor, Gainesville Florida 32601. **The time clock located in Utilities Purchasing will be the official time. Any Response received after 2:00 p.m. will not be considered.** Responses shall be sealed and plainly marked on the outside of the envelope with both the project number and the project name. Response must be completed and signed in ink in space(s) provided or will be subject to rejection. Responses **may not be** submitted by facsimile or e-mail.
- 9.2 Responses will be publicly opened at the time and place indicated in the Solicitation and will be available for inspection upon notice of award or intended Award, or within thirty (30) calendar days after the opening of Responses, whichever occurs first. Prices may be read at the public Solicitation opening at the sole discretion of Utilities Purchasing.
- 9.3 The Respondent's Certification Form must be submitted with the Response and enclosed in a nontransparent sealed envelope, marked with the project title and Respondent's name and address. **One original and one electronic copy** of the Response should be provided. If required, a Bid Bond and other documents must be provided with the Response. If a Bid Bond is required by the Solicitation and not included the response will be deemed non-responsive.
- 9.4 A "Non-Submittal" form has been provided for those who choose not to participate in the Solicitation.

10.0 MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION.

- 10.1 A Response may be modified or withdrawn if a written request is submitted and physically received by GRU Purchasing before the Response due date and time.
- 10.2 After Responses have been opened, corrections to the Response are permitted only to the extent that (1) Respondent can show by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Response; (2) the nature of the mistake is evident; and (3) the intended pricing is evident.

11.0 BID BOND.

A Bid Bond is not required.

12.0 TERMS OF AWARD.

- 12.1 Award will be made to the lowest, responsive, responsible Respondent based on annual pricing for janitorial and porter services at EOC as GRU determines to be in its best interest.
- 12.1 GRU reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by GRU. GRU may conduct such investigation as GRU deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance

with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.

- 12.2 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.3 If the Contract is awarded, GRU will give the successful Respondent a Notice of Intent to Award within sixty (60) calendar days after the Solicitation due date. All Responses must remain valid for sixty (60) calendar days from the Solicitation due date.
- 12.4 When GRU gives a Notice of Award to the successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all attachments. Within fifteen (15) calendar days thereafter, Respondent must sign and deliver the required number of counterparts of the Contract, attachments, and required Bonds, if applicable. GRU will ultimately provide a fully signed counterpart to the Respondent.
- 12.5 Failure on the part of the successful Respondent to execute a Contract within fifteen (15) calendar days after the notice of acceptance may be just cause for annulment of award.
- 12.6 GRU may then accept the Response of the next lowest, responsive, responsible Respondent or re-advertise the Solicitation. If the next lowest, responsive, responsible Response is accepted, this acceptance will bind such Respondent as though it was the original successful Respondent.
- 12.7 Protests in respect to the intended award must be filed within three (3) calendar days of notice for purchases that do not require prior approval of the City Commission, and within seven (7) calendar days for purchases that require prior approval of the City Commission. It is the Respondent's duty to be informed of the intended award and GRU's protest procedures.

13.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.

- 13.1 Pursuant to Chapter 287.133(2)(a) of the Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as 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 sec. 287.017, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list."
- 13.2 Respondent is responsible for compliance with current policies regarding debarment / suspension / termination which have been issued by the Utilities Purchasing Division.
- 13.3 The Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Solicitation by any governmental department or agency.

14.0 DISCLOSURE, CONFIDENTIALITY AND PUBLIC RECORDS.

- 14.1 Florida has a very broad public records law. By entering into an agreement with GRU, the Respondent acknowledges that it will comply with the Florida Public Records Act (*Chapter 119, Florida Statutes*). 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 GRU and Respondent. GRU may pursue all remedies for breach of this agreement. Responses to this Solicitation upon receipt by GRU become public records subject to the provisions of *Chapter 119, Florida Statutes*. Should the Respondent believe that any portion or all of its response is exempt from the Florida Public Records Act; the Response should clearly assert such exemption and the specific legal authority for the asserted exemption.
- 14.2 Responses to this Solicitation are public records and will be available for inspection after such time as an award is recommended or within thirty (30) calendar days after the Solicitation due date, whichever occurs first in time.

15.0 CONFIDENTIAL INFORMATION.

Upon receipt by GRU, responses to this Solicitation become public records subject to the provisions of Chapter 119 of the Florida Statutes, Florida's Public Records Law. If Respondent believes that any portion of the Response constitutes a trade secret pursuant to the Florida Statutes or is otherwise exempt from Florida's Public Records Law, Respondent should clearly identify the specific sections of the response for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any portion of the Response that Respondent asserts qualify for exemption from Chapter 119, must be submitted in a separate envelope and clearly identified as "trade secret" or otherwise "exempt from the Florida Public Records Law with Respondent's firm name and the Response number marked on the outside of the envelope. In the event that GRU determines that any portion of the Response (initially claimed by the Respondent to be exempt) do not qualify as such, the Respondent will be contacted and will have the opportunity to waive their claim to confidentiality. Please be aware that the designation of an item as "exempt" or a "trade secret" by Respondent, and the refusal to disclose any materials submitted to GRU, may be challenged in court. By your designation of material in your Response as "exempt" or a "trade secret", Respondent agrees to indemnify and hold harmless the City, GRU, its elected officials, and employees for any award to a plaintiff for damages, costs or attorneys' fees and for costs attorneys' fees incurred by GRU by reason of any legal action challenging Respondent's designation of "exempt" or "trade secret" and GRU's refusal to disclose.

16.0 LOBBYING.

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 in Florida Statutes Chapter 287.57 (23), 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. 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.

17.0 BLACKOUT PERIOD.

Pursuant to Chapter 287.057 (23), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the

72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

18.0 COLLUSION.

- 18.1 Only one response from any individual, firm, corporation, organization or agency under the same or different name will be considered for this Solicitation. Submission of more than one response may result in the rejection of all responses from the Respondent.
- 18.2 Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- 18.3 By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any GRU officer or employee to secure favorable treatment with respect to being awarded this Contract.

19.0 SMALL BUSINESS ENTERPRISE (SBE).

- 19.1 Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.
- 19.2 A small or service-disabled veteran business, as certified by the City of Gainesville equal opportunity department (EO) <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx> , will be given a preference of 5% of the total price not to exceed \$25,000, when all of the following apply:
 - (a) Purchase is anticipated to be greater than \$50,000;
 - (b) Award is based on evaluation criteria other than to the lowest responsive and responsible bidder;
 - (c) The certified small or service-disabled veteran business being evaluated did not receive a Local Preference; and
 - (d) The preference is not prohibited by law.

20.0 LOCAL PREFERENCE.

The Local Preference Ordinance applies to Solicitations for goods or services estimated to exceed \$50,000.

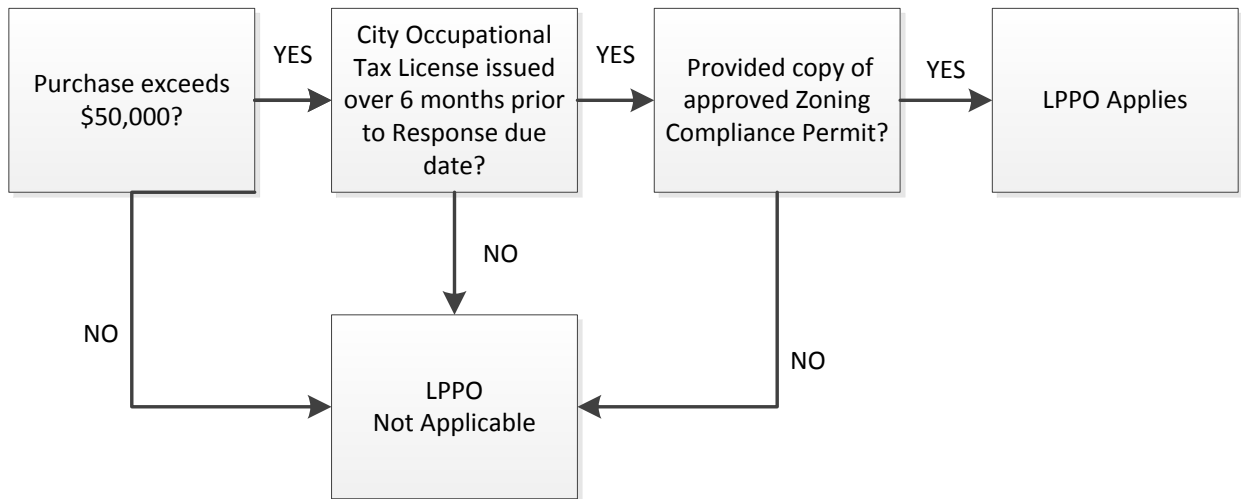
In solicitation of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the City Commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total price, and in any event the cost differential should not exceed \$25,000.

A "local business" means the Respondent has a valid business tax receipt, issued by the City of Gainesville at least six months prior to Response due date, to do business in said locality that authorizes the business to provide the goods, services, or construction services 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 business operates or performs business on a day-to-day basis. Post office boxes are not verifiable and cannot be used for the purpose of establishing said physical address. In order to be eligible for local preference, the Respondent must provide a copy of the business tax receipt. The ordinance can be found at www.cityofgainesville.org. A Local Preference Decision Tree is attached.

LOCAL PREFERENCE POLICY ORDINANCE DECISION TREE

While not all encompassing, the following is provided as a guideline for determining whether the City of Gainesville Local Preference Policy Ordinance (LPPO) applies to solicitation responses submitted to the City. LPPO applies only to new solicitations. Respondents are advised to review the entire text of the Local Preference Policy Ordinance. Contractor is advised to review the entire text of the LPPO at www.cityofgainesville.org.



DEBARMENT/SUSPENSION/TERMINATION

Debarment/Suspension. The purchasing representative is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in activity which might lead to debarment. The suspension shall be for a period not to exceed three months. After reasonable notice to the vendor involved and reasonable opportunity for that vendor to be heard, the purchasing representative, after consulting with the City Attorney, is authorized to debar a vendor for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:

- (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, within five years of a proposed award;
- (b) Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor, within five years of a proposed award;
- (c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals, within five years of a proposed award;
- (d) Violation of contract provisions, as set forth below, of a character which is regarded by the purchasing representative to be so serious as to justify debarment action, within five years of a proposed award:
 - (I) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (II) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- (e) For any provision of, or offer, gift or agreement to provide, any gratuity, kickback or offer of employment to any current or former City employee in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requisition, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, within three years of a proposed award;
- (f) For any payment, gratuity, kickback or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order, within three years of a proposed award;
- (g) For retaining a person or soliciting or securing a GRU contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, within three years of a proposed award;
- (h) During the period of a contract with GRU, employing, or offering employment to, any current City employee participating directly or indirectly in the procurement process, within three years of a proposed award;
- (i) Any other cause the purchasing representative determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity for any cause listed in this Section;
- (j) The foregoing is supplemental to any applicable provisions of F.S. 287.133, as amended. In the event of any conflict between this provision and the requirements of said statute, the statute shall prevail.

REJECTION OF BIDS/TERMINATION OF CONTRACT

Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by GRU that the bidder or its affiliates have committed any act which would have been cause for debarment, or were on the convicted vendor list prepared under the provisions of F.S. 287.133, as amended, at or prior to the acceptance of the bid.

If GRU discovers, after a contract is awarded and performance has begun, that the bidder or its affiliates have committed any act subsequent to or prior to award or acceptance which would have been cause for debarment had it been discovered prior to award or acceptance, GRU may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

FORMS

SOLICITATION NUMBER: 2019-051 TITLE: JANITORIAL AND PORTER SERVICES AT GRU'S EASTSIDE OPERATIONS CENTER

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CONTRACT SAMPLE

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES, AND COMPANY NAME
FOR
JANITORIAL AND PORTER SERVICES AT EASTSIDE OPERATIONS CENTER**

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES (“GRU”), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601 and _____ (“Contractor”), a _____ corporation, with its principal place of business at _____, individually referred to as “Party” or collectively as “Parties”, respectively.

WHEREAS, GRU requires janitorial and porter services for GRU’s EOC; and

WHEREAS, GRU issued a Solicitation on _____ for janitorial and porter services; and

WHEREAS, Contractor submitted a Response dated _____, to provide janitorial and porter services; and

WHEREAS, the City Commission approved GRU entering into a contract with Contractor on _____ for janitorial and porter services; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. Contractor shall provide janitorial and porter services at GRU’s EOC.
2. GRU shall pay to Contractor for the faithful performance of this Contract. Adjustments to price may be requested by the Contractor at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. Contractor shall provide documentation for any such price increase and the price increase shall not exceed the Producer’s Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

TERM OF AGREEMENT.

1. The term of this Contract shall be commence on execution and terminate on June 30, 2020.
2. This Contract may be extended for three (3) one (1) year extensions upon mutual agreement of the Parties.
3. Beyond the extensions described above. This Contract may be extended for an additional six (6) months to allow for completion of a new agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

COMPANY NAME

**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

BY: _____
Name
Title

BY: _____
William J. Shepherd
Chief Customer Officer

Approved as to form and legality:

Lisa C. Bennett
Senior Assistant City Attorney

Utilities Purchasing Representative:

Amy Broskey
Procurement Specialist II



SOLICITATION NUMBER: 2019-051 TITLE: JANITORIAL AND PORTER SERVICES AT GRU'S EASTSIDE OPERATIONS CENTER

RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: _____

PHYSICAL ADDRESS: _____

FEDERAL IDENTIFICATION #: _____ STATE OF INCORPORATION: _____ (Seal)

I have carefully reviewed this Solicitation including the scope, submission requirements, general information, and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the pricing provided. Addenda ____ through ____ acknowledged (if applicable).

I am a small business enterprise (SBE) or service disabled veteran enterprise (SDVE) certified with the City of Gainesville Equal Opportunity Department (http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx). [] YES [] NO

I am a local business requesting Local Preference (include Business Tax Receipt and Zoning Compliance Permit) [] YES [] NO

The Living Wage Ordinance applies [] YES [] NO If yes, additional costs in response price \$ _____

I further acknowledge that: [] Response is in full compliance with the specifications; or [] Response is in full compliance with the specifications except as specifically stated and explained in detail on sheets attached hereto and labeled "Clarifications and Exceptions".

I hereby propose to provide the goods/services requested in this Solicitation. I agree to hold pricing for at least 60 calendar days from the Solicitation due date. I agree that GRU's terms and conditions herein take precedence over any conflicting terms and conditions submitted for GRU's consideration, and agree to abide by all conditions of this Solicitation.

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; no officer, employee or agent of GRU owns or will benefit more than 5% from award of this Solicitation; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained.

AUTHORIZED SIGNATURE DATE

PRINT NAME TITLE

TELEPHONE NUMBER FAX NUMBER

E-MAIL ADDRESS

WEBSITE

RESPONDENT'S CONTACT
(for additional information)

NAME

TITLE

PHONE

E-MAIL ADDRESS

If Respondent is not an individual, include authorization for the above individual to sign on behalf of the organization.



SOLICITATION NUMBER: 2019-051 TITLE: JANITORIAL AND PORTER SERVICES AT GRU'S EASTSIDE OPERATIONS CENTER

DRUG-FREE WORKPLACE CERTIFICATION FORM

Preference may be given to a business that certifies that it has implemented a drug-free workplace program. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

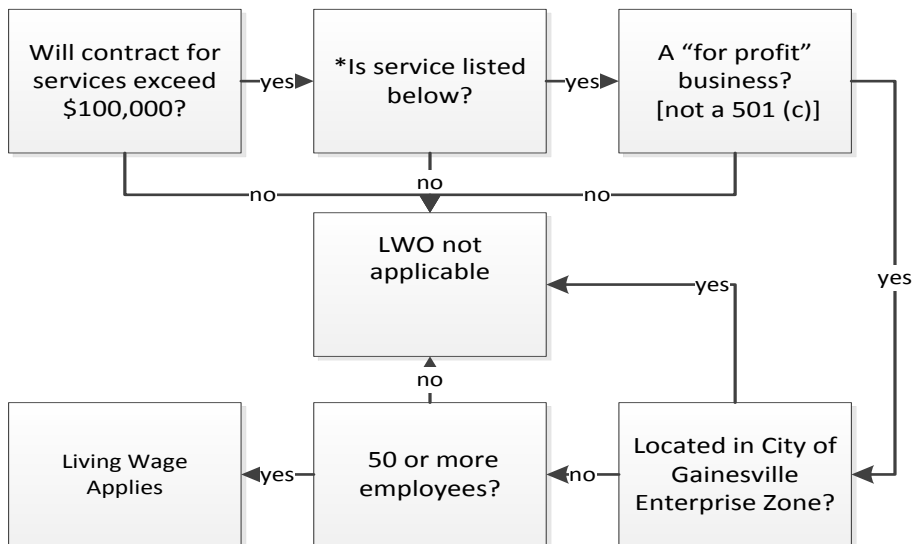
CORPORATION, PARTNERSHIP, OR INDIVIDUAL

DATE

AUTHORIZED SIGNATURE

LIVING WAGE ORDINANCE DECISION TREE

While not all encompassing, the following is provided as a guideline for Contractors in determining whether the City of Gainesville Living Wage Ordinance (LWO) applies to their firm in the performance of specified service contracts for covered services* with GRU. Contractor is advised to review the entire text of the LWO at www.cityofgainesville.org .



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

(Use the flow chart and information above to help complete the remainder of the form below)

- _____ Living Wage Ordinance as amended does not apply
- Reason for Exemption:
- _____ Service will not exceed \$100,000
- _____ Not a covered service
- _____ Company is not for profit
- _____ Company is located in Enterprise Zone
- _____ Company employs less than 50 persons
- _____ Living Wage Ordinance as amended applies

NOTE: If Contractor has stated Living Wage Ordinance as amended does not apply and it is later determined that Living Wage Ordinance as amended does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the Response price.

**CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES
CERTIFICATION OF COMPLIANCE WITH LIVING WAGE**

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended, during the time they are directly involved in providing covered services under the contract with the City of Gainesville for _____ a living wage of **\$12.0673** per hour to covered employees who receive Health Benefits from the undersigned employer and **\$13.3173** per hour to covered employees not offered health care benefits by the undersigned employer.

Responder Name: _____	
Physical Address: _____	
Phone Number: _____	
Name of Local Contact Person: _____	
Physical Address: _____	
Phone Number: _____	
\$ _____ (Amount of Contract)	_____ (Buyer)

Signature: _____

Date: _____

Printed Name: _____

Title: _____

PRICING RESPONSE FORM

SOLICITATION NUMBER: 2019-051 TITLE: JANITORIAL AND PORTER SERVICES AT GRU'S EASTSIDE OPERATIONS CENTER

ANNUAL PRICING:

EASTSIDE OPERATIONS CENTER
JANITORIAL AND PORTER SERVICES \$ _____ / Per year

ADDITIONAL PRICING:

(Additional Pricing is requested for services that may be needed outside of the scope of this contract and will not be considered when awarding the contract.)

Special Cleanings:

Porter Service \$ _____ /per hour
Basic Janitorial Service, Building 7 Only \$ _____ /per occurrence

Carpet / Floor cleaning not included in Scope of Contract:

Vinyl/VCT Floor Cleaning
Less than 2,000sf \$ _____ /per sq.ft.
More than 2,000SF \$ _____ /per sq.ft.

Linoleum Floor Cleaning
Less than 2,000sf \$ _____ /per sq.ft.
More than 2,000SF \$ _____ /per sq.ft.

Ceramic Tile Cleaning
Less than 2,000sf \$ _____ /per sq.ft.
More than 2,000SF \$ _____ /per sq.ft.

Carpet Cleaning
Less than 2,000sf \$ _____ /per sq.ft.
More than 2,000SF \$ _____ /per sq.ft.

Additional Information Checklist:

1. List three (3) examples of past work similar in size and scope to this solicitation. Each example must include a **current contact name and phone number**.

2. Business has been in janitorial services business for _____ years.
3. Business employs _____ fulltime, _____ part-time employees that perform janitorial services.
4. List Names, Job Title, Full or Part-Time, and Length of Employment for employees expected to be assigned for this contract.

SUBCONTRACTOR INFORMATION FORM

SOLICITATION NUMBER: 2019-051 TITLE: JANITORIAL AND PORTER SERVICES AT GRU'S EASTSIDE OPERATIONS CENTER

List any subcontractors that will be used for the Work along with the goods or services to be provided. If the subcontractor is a small or minority-owned business, check the boxes that apply. The selected prime Contractor will be asked to provide the actual subcontractor spend amount at a later date.

Small Business Enterprise (SBE): Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.

Minority Business Enterprise (MBE): 51% owned and managed by a minority. African-American, Asian-American, Hispanic-American, Native-American, or American women owned.

Service-Disabled Veteran Enterprise (SDVE): At least 51% owned and managed by a veteran who has been certified as a service-disabled veteran by the Florida Department of Management Services or other agency.

Subcontractor Name	Goods or Service to be provided	Business Type		
		SBE	MBE	SDVE

NON SUBMITTAL FORM

SOLICITATION NUMBER: 2019-051 TITLE: JANITORIAL AND PORTER SERVICES AT GRU'S EASTSIDE OPERATIONS CENTER

TO: **Gainesville Regional Utilities Purchasing Department**
301 S.E. 4th Avenue, Gainesville, Florida 32601

Fax: (352) 334-2989

Email: purchasing@gru.com

BUSINESS: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

EMAIL: _____

DATE: _____

Business declines to respond to the referenced Solicitation for the following reason(s):

_____ Do not offer product or service or product specified.

_____ Schedule conflict or unavailability.

_____ Insufficient time to respond to the Solicitation.

_____ Unable to meet specifications.

_____ Unable to meet the insurance requirements.

_____ Unable to meet bond requirements.

_____ Not interested at this time.

_____ Other _____

Please consider business for future solicitations: yes ___ no ___

Please consider business on solicitations for these products/services:

Comments: _____

**ATTACHMENT 1
GENERAL TERMS AND CONDITIONS**

1.0 DEFINITIONS.

- Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

2.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS.

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

3.0 CHANGE ORDERS.

GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if (1) made in writing, (2) signed by the authorized representative(s), and (3) accepted by Contractor. Such change shall include the following: change orders that constitute changes (1) the general scope of Work, (2) the schedule, (3) administrative procedures not affecting the conditions of the Contract, or (4) the Contract price.

4.0 NOTICES.

Notices to Contractor shall be deemed to have been properly sent when electronically or physically delivered to Contractor. Notices to GRU are deemed to have been properly sent when delivered to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com and GRU acknowledges receipt of the email.

5.0 PAYMENT.

5.1 Invoicing.

Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32164-7118 or faxed to 352-334-2964 or e-mailed to accountspayable@gru.com.

5.2 Receipting Report for Services.

An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

5.3 Payment Terms.

Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

5.4 Lien Release.

Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

5.5 Final Payment/Acceptance.

The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

6.0 COMPLIANCE WITH LAWS AND REGULATIONS.

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

7.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described below in Section 4.0 Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

8.0 SOVEREIGN IMMUNITY.

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to *Section 768.28 Florida Statutes*.

9.0 SEVERABILITY.

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

10.0 ASSIGNMENT.

GRU or Contractor shall not assign, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

11.0 AUDIT OF RECORDS.

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

12.0 NONEXCLUSIVE REMEDIES.

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

13.0 ADVERTISING.

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

14.0 MODIFICATION OF TERMS.

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

15.0 WAIVER.

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

16.0 DISCLOSURE AND CONFIDENTIALITY.

16.1 "Confidential Information" includes, to the extent such information is defined pursuant to Sections 119.07 and 812.081, *Florida Statutes*, as trade secrets, confidential, or otherwise exempt from the Florida Public Records Law. "Confidential Information" that is marked as "confidential" upon receipt, may include, but not limited to, certain information about GRU's operations, specifications, formulas, codes, software, hardware, intellectual properties, and other confidential and proprietary information belonging to GRU, Work Product (as defined below) or technical documentation, prepared, developed, or obtained by GRU, Contractor, or any of GRU's or Contractor's agents, representatives, or employees.

16.2 "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

17.0 PUBLIC RECORDS.

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), *Florida Statutes*, or an "agency" as defined in Section 119.011(2), *Florida Statutes*, Contractor shall:

17.1 Keep and maintain public records, as defined in Section 119.011(12) of the *Florida Statutes*, required by GRU to perform the service.

17.2 Upon request from GRU's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

17.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.

17.4 Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

17.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

18.0 SALES TAX.

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com.

[Remainder of page intentionally left blank]

ATTACHMENT 2 SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Special Conditions.

1.0 CONDUCT OF THE WORK.

Contractor shall be considered an independent Contractor and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. Contractor will assign only competent and skilled workers to perform the Work. All of Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor's sole direction, supervision and control at all times and in all places. Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of GRU.

2.0 CONTRACTOR RESPONSIBILITIES.

2.0 Performance.

Contractor shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

2.1 Project Related Requirements.

Contractor is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

3.0 COOPERATION/ COORDINATION.

3.1 Access to Work Site.

GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

3.2 Work by GRU.

GRU reserves the right to perform activities in the area where the Work is being performed by Contractor.

3.3 Work by Other Contractor.

GRU reserves the right to permit other Contractor to perform work within the same work area. Contractor shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

3.4 Coordination.

Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor will afford GRU and other Contractor' reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

4.0 INDEMNIFICATION.

- 4.1** Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors.
- 4.2** Further, Contractor shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor's products or GRU's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.
- 4.3** Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor (1) written notice of any action or threatened action, (2) defending the action at Contractor's sole expense. Contractor shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor's prior written consent, which will not be unreasonably withheld.
- 4.4** The Contractor shall indemnify and hold harmless GRU 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 Contractor or by or in consequence of any neglect in safeguarding the work through use of unacceptable materials or workmanship or by or on account of any activity or omission, neglect or misconduct of the Contractor 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" and non-compliance with any local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act. This guarantee is in addition to and not intended as a limitation to any other warranty, express or implied. The City of Gainesville has adopted a Resolution that formally adopts the policy that the City does not contractually agree to indemnify other parties except in certain limited circumstances. The provisions of this section shall survive the termination or expiration of this Contract.

5.0 DAMAGE TO WORK.

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor's own risk. Contractor is not relieved of a requirement of the specifications on the plea of error.

6.0 DISPUTES.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 10 business days after giving of notice. If the dispute is not resolved within 20 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs

of the mediator will be born equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

7.0 DELAY.

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

8.0 DEFAULT.

If Contractor should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor of its intent to terminate and such default should continue unremedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor will be liable to GRU for any damages resulting from such default.

9.0 TERMINATION.

9.1 Termination for Convenience.

GRU may, by providing thirty 15 calendar days written notice to Contractor, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor for goods and services accepted as of the date of termination, and for Contractor's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

9.2 Termination for Cause (Cancellation).

GRU may terminate this Contract for cause if Contractor materially breaches this Contract by:

- (a) refusing, failing or being unable to properly manage or perform;
- (b) refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- (c) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- (d) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- (e) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
- (f) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor.

9.3 Funding out Clause.

If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor with thirty (30) calendar day's written notice to Contractor.

10.0 FORCE MAJEURE.

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

11.0 LIMITATION OF GRU'S LIABILITY.

To the fullest extent permitted by law, GRU shall not be liable to Contractor for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

12.0 CONTRACTOR REQUIREMENTS.

12.1 Contractor shall have been in the janitorial business for a minimum of four (4) years.

12.2 Contractor shall maintain a minimum of five (5) employees to perform the work.

12.3 Contractor shall maintain a minimum of five (5) employees to perform the work at all times during the term of the contract excluding temporary or day labor employees.

13.0 AUTHORIZED REPRESENTATIVES.

13.1 The Purchasing Representative for this Contract is Amy Broskey. Questions regarding this Solicitation and the administration of the resulting Contract shall be directed to Amy Broskey at (352) 393-1254 or via email at broskayar@gru.com.

13.2 The Project Representative for this Contract is Dean Hendrix, Utilities Facilities Technician, Lead, (352)393-1851 or via email at hendrixbd@gru.com.

14.0 TERM OF AGREEMENT.

14.1 The term of the Contract shall commence upon execution and terminate on June 30, 2020.

14.2 The Contract may be extended for three (3) additional one (1) year periods, upon mutual agreement of the parties and negotiation of the contract prices.

14.3 Beyond the extensions described above. This Contract may be extended for an additional six (6) months to allow for completion of a new agreement between the Parties.

15.0 LIQUIDATED DAMAGES.

Liquidated damages shall not be assessed.

16.0 BONDS.

A Commercial Blanket Bond of \$100,000.00 is required for this solicitation.

17.0 INSURANCE.

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

18.0 MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts set forth below:

Commercial General Liability	\$1,000,000 combined single limit for bodily injury and property damage
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
Worker's Compensation:	
(a) State	Statutory
(b) Applicable Federal	Statutory
(c) Employer's Liability	\$500,000 per Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
Excess Liability	\$1,000,000

19.0 WARRANTY/GUARANTEES.

19.1 Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects.

19.2 No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.

19.3 All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

20.0 SAFETY AND SECURITY.

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested.

20.1 Confinement to Work Area/Parking.

Contractor's employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor and its employees shall park personal vehicles and equipment in areas designated by GRU.

20.2 Sanitation.

If sanitary facilities are available near the work site, Contractor may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, Contractor is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor. If responsible for providing sanitary facilities, Contractor is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

21.0 LIVING WAGE ORDINANCE.

The Living Wage Ordinance as amended applies to this Solicitation. The ordinance can be found at www.cityofgainesville.org. The Living Wage Decision Tree is attached.

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

If applicable, the adjusted Living Wage for this contract will be **\$12.0673** per hour (Living Wage with Health Benefits) or **\$13.3173** per hour if Health Benefits are not offered.

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

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

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

litigation between the Contractor and a subcontractor concerning compliance with living wage requirements.

22.0 WARRANTY OF TITLE.

Contractor warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

23.0 NERC CIP COMPLIANCE REQUIREMENTS.

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities. Cost incurred for criminal history background screening will be borne by the Contractor.

24.0 ORDER OF PRECEDENCE.

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- a. Any modification to this Contract
- b. Contract
- c. GRU Technical Specifications
- e. GRU Supplemental Conditions
- f. GRU General Conditions
- g. GRU Instructions
- h. Contractor Response

**ATTACHMENT 3
TECHNICAL SPECIFICATIONS / STATEMENT OF WORK**

1.0 SCOPE.

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

2.0 DESCRIPTION OF WORK.

The purpose of these specifications is to define the requirements for performing janitorial and porter services at GRU's Eastside Operations Center, in accordance with the following specifications. Janitorial and porter services applies to all designated spaces including, but not limited to, halls, restrooms, officers, work areas, entrance ways, lobbies, storage areas, elevators stairways, walkways, break rooms, and kitchens.

3.0 LOCATION OF WORK.

GRU's Eastside Operations Center (EOC), Buildings 1-9, Guard House, and Fuel Island, located at 4747 North Main Street, Gainesville, FL 32609.

Building Square Footages:

Building Number	Gross Area (SF)	USE
1	33,446	Office Space
2	33,910	Office Space
3	33,353	Office Space
5	4,929	Office Space
6	5,847	Office Space
7	17,106	Office Space
8	14,521	Office Space
9	120	Office Space
Guard House	198	Office Space

VCT/Linoleum estimated square footage 29,140sf
Non-Was Flooring estimated square footage 22,269sf

4.0 REGULAR HOURS OF WORK AND SCHEDULE.

4.1 GRU Regular Working Hours:

GRU's regular working hours are Monday through Friday 8:00am – 5:00pm, except City of Gainesville/GRU observed annual Holidays as listed below.

New Year's Day	Veterans Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Additional Holiday
Labor Day	Christmas Holiday

4.2 Porter Service Hours:

Monday through Friday, 8:00am – 5:00pm, excluding observed Holidays.

4.3 Janitorial Cleaning Schedule:

4.3.1 Basic Service is to be completed three times weekly, Monday, Wednesday, and Friday 5:00pm – 10:00pm.

4.3.2 Weekly, Quarterly, and Semi-Annual Service – to be performed during Basic Service Cleaning schedule hours.

4.3.3 When scheduled service days fall on an observed holiday, alternate dates shall be specified and submitted to GRU for approval thirty (30) days in advance of observed holiday.

4.3.4 Due to security concerns, Janitorial Services for GRU's Information Technology area located in Building 1, 1st Floor shall be performed Monday, Wednesday, and Friday during the hours of 8:00AM and 4:00PM.

4.4 Schedule Changes:

Any schedule changes for porter services or janitorial services shall be communicated to GRU 48 hours in advance.

4.5 Floor Cleaning Schedule:

The Contractor shall notify GRU's authorized facility representative to schedule and coordinate carpet and floor cleanings. GRU's representative should notify the facility's staff of the impending work in order for employees to remove small items (plants, boxes, paperwork, etc.) from the areas to be cleaned. It is the responsibility of the Contractor to move chairs and other small items in order to clean under and return the items to their original position.

5.0 PORTER SERVICES

5.1 Porter Services are needed to ensure that facilities are kept clean and tidy for general use by both the public and City/GRU employees. In addition to responding to incidental janitorial needs, Porters are responsible for monitoring and servicing all common areas, restrooms, kitchens, and break areas, by picking up trash, recyclables (if needed), restocking paper products, soap, and hand sanitizer, etc..

5.2 Day Porters will be expected to have a working cell phone on their person provided by the Contractor and respond to service calls within 15 minutes.

5.3 The Porter shall service Building 7 prior to 8:30am Monday through Friday.

5.4 All trash cans located outside of Buildings 1-9 and at the fuel island shall be checked and emptied as needed daily by the Porter.

6.0 JANITORIAL SERVICES.

6.1 Basic Service:

6.1.1 Trash pick-up: All trash receptacles will be emptied into waste containers outside the building. The proper trash liner shall be replaced when food or liquid is present in the bag otherwise paper items can be dumped into the janitor's waste container. Receptacles will

be cleaned and disinfected when containers are soiled by food and drink remains. Relocate co-mingled renewable to a location designated by the GRU contract manager. Wet trash can liners shall not be temporarily placed on the carpet.

- 6.1.2** Recyclable Containers: The Porter Service and Basic Janitorial Service shall include emptying the "Co-Mingled Recyclable Containers" from all buildings. The contractor is responsible for taking the Co-mingled recyclables to the proper bin located by the household dumpsters. Cardboard recyclables are to be taken to the proper cardboard dumpster or compactor.
- 6.1.3** Hard or Tile Floors: All hard and tile floor areas will be swept or dust mopped and cleaned with a wet mop and the appropriate cleaning solution for spills, stains, etc., where required.
- 6.1.4** Carpeted Areas: All carpeted areas will be vacuumed and spot cleaned as needed based on a daily visual inspection by the Contractor's supervisor. All carpeted areas under leg base obstructions will be vacuumed weekly and carpeted areas under flush base obstructions will be vacuumed as required. Vacuums used will be of a double insulated motor type set to the proper height adjustment.
- 6.1.5** Glass and Mirrors: Entrance glass doors, interior glass doors and mirrors shall be cleaned each visit.
- 6.1.6** Entrance Ways: Outside entrance stoops and porches shall be swept and cobwebs shall be removed from the entrance ways upon each visit.
- 6.1.7** Restrooms: All restrooms, commodes, urinals, showers, and lavatories will be cleaned and sanitized using detergents and any other cleaners necessary to keep them free from discoloration, encrustation, dirt, scum and objectionable odors. Sanitary napkin disposal units will be emptied each visit. Fingerprints, soap, soil spots, etc. will be removed from mirrors, doors, partitions, walls, and woodwork. Floors will be swept and mopped with a soap solution. The contractor shall restock all consumable products including toilet paper, paper towels and soap. The contractor shall dust with a long handle duster high surface such as walls, doors and ceiling vents.
- 6.1.8** Dusting: Desks, tables, furniture and other horizontal surfaces will be dusted and cleaned with appropriate cleaners. Computer room areas shall be dry cleaned using spray buff system to prevent shortage in electric equipment.
- 6.1.9** Stairways and Landings: Stairways and landings shall be swept and mopped. Spots and marks on the walls shall be removed. Handrails shall be cleaned.
- 6.1.10** Elevators: Elevator doors, walls and floors and tracks shall be cleaned and vacuumed.
- 6.1.11** Replenish Supplies: Soap dispensers, paper towels, toilet tissue, etc. shall be checked and replenished.
- 6.1.12** Kitchen, Cafeterias and Ready Rooms: Clean and disinfect countertops, exterior appliance surfaces, tables, sinks, and inside of microwave ovens.
- 6.1.13** Water fountains: Water fountains surfaces shall be clean and free from streaks, film, deposits or stains. All adjacent surfaces shall be wiped clean and dry.

6.2 Additional Janitorial Services to be performed weekly:

- 6.2.1** Glass: Clean all inside glass, including partition glass, glass doors, window walls, transom windows and display cases on the interior part of buildings.
- 6.2.2** Hard and Tile Floors: All hard and tile floors, stairways and landings shall be swept, mopped with a suitable cleaner, scrubbed, rinsed and damp mopped until relatively dry. In areas where a finish needs to be reapplied in order to retain high gloss, the floor area must be completely clean prior to refinishing.
- 6.2.3** General Cleaning: Furniture, chairs, cabinets, clothes racks, picture frames, doors, window ledges or any other items in the area that required dusting shall be cleaned and/or 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 shall be vacuumed and spot cleaned with appropriate cleaners as needed. Telephones shall be cleaned using an appropriate cleaner, as needed. Room corners, tops of baseboards, edges of floors and areas under leg base obstructions shall be cleaned. Remove cobwebs, empty and clean urns. Sweep and mop interior stairwells. Sweep exterior stairs and landings.
- 6.2.4** Carpeted Areas: Contractor shall vacuum all carpet areas weekly.

6.3 Additional Janitorial Services to be performed quarterly:

- 6.3.1** Glass: All other interior glass and exterior ground floor glass area entrances not cleaned on a weekly basis will be cleaned once every three months.
- 6.3.2** Blinds and Drapes: Blinds and drapes shall be dusted or vacuumed as appropriate and performed simultaneously with the window cleaning.
- 6.3.3** Trash receptacles: shall be thoroughly cleaned and disinfected.

6.4 Additional Janitorial Services to be performed semi-annually:

- 6.4.1** Ceiling and Vents: Clean ceiling panels and vents.
- 6.4.2** Glass: Clean all interior glass not previously specified and the exterior of ground floor glass with appropriate cleaners.
- 6.4.3** Blinds and Drapes: Clean window or door blinds and vacuum drapes. This work shall be performed simultaneously with associated window cleaning.
- 6.4.4** Tile and other Hard Floors: All tiled and hard floors shall be completely stripped and cleaned. A new finish shall be applied using suitable products. Floors which are no-wax shall be cleaned appropriately. Applied polish or wax shall have a uniform appearance and be free from streaks, spots and standing water. All waxed floor areas shall be buffed sufficiently for maximum gloss and uniform sheen leaving no soiling or heavy marks.
- 6.4.5** Tile and Hard Floors Maintenance: Waxed floors shall be buffed on an as-needed basis using a high speed buffing machine to maintain the sheen on the floor. After the buffing, the floors (including baseboards and floor edges) shall be dust mopped to remove dust.

6.5 Special Cleanings:

Service Calls for cleaning shall consist of providing miscellaneous minor cleaning tasks beyond the scope of basic services.

Service call work shall consist of providing labor and material to perform unscheduled janitorial services and will be paid under the firm fixed-price portion of the contract.

7.0 EQUIPMENT AND SUPPLIES.

7.1 Contractor to Provide:

7.1.1 The contractor shall provide all labor, supplies, supervision, tools, materials, equipment, and transportation necessary to provide janitorial and porter services in accordance with the specifications.

7.1.2 Contractor is responsible for supplying all labor, equipment, cleaners, supervision, tools, materials and transportation required to provide janitorial and porter services in accordance with these specification. The Contractor shall provide vacuum cleaners, mops, brooms, cleaners, gloves and other equipment required to perform the work. All cleaning chemicals used by Contractor shall be approved by GRU.

7.2 GRU to Provide:

GRU will provide restroom/kitchen supplies such as paper towels, toilet tissue, toilet seat covers, hand soap, hand sanitizer, batteries for soap dispensers, and trash receptacle liners.

8.0 SAFETY.

8.1 Contractor is responsible for ensuring that all work be performed within safety guidelines. Contractor is responsible for utilizing the appropriate safety signs or other means of notification to prevent accidents in work areas such as on wet floors, where obstacles may be placed or other unsafe conditions. In addition it is preferred that the contractor utilize "hanging Closed for Cleaning" signs while servicing the restrooms.

8.2 Contractor is responsible for keeping their work areas in a neat and organized manner.

9.0 EMERGENCY ASSISTANCE.

Additional unscheduled janitorial services may be required if a declared emergency occurs in the GRU's service area (hurricane, tropical storm, tornadoes, etc.) These services may be required daily, after hours and weekends. Services include, but not limited to sweeping and mopping of floors, cleaning and sanitizing of the restrooms and will be paid for under the firm fixed-price portion of the contract.

10.0 STANDARDS OF WORKMANSHIP.

10.1 Floor Sweeping:

Floors which have been swept properly will not have dust streaks or marks or have dirt in corners, below radiators, behind doors or under furniture. Furniture or other equipment moved during sweeping will be returned the original position. Wall bases, equipment, doors, and furniture will not be damaged or marked by sweeping or mopping. After sweeping, the room will appear orderly.

10.2 Damp Mopping:

Damp-mopped floors shall have a clean appearance and be free from streaks, smears, dirt, residue and water. Damp-mopping shall be accomplished by using a cotton mop, detergent solution and clean water.

10.3 Floor Cleaning:

Scrubbed floors or cleaned carpets shall have no embedded dirt, cleaning solution, film, stains, marks or excess water.

10.4 Dusting:

Dusted surfaces shall be free from all dust, dust streaks, lint, cobwebs, dirt, streaks or oily stains from contact with oily dusters.

10.5 Plumbing Fixtures and Toilet Rooms:

Plumbing fixtures and toilet rooms shall not have any objectionable odors. Toilet bowls, washbowls and urinals shall be clean and bright without soap film. Soap dispensers shall be filled. Marks on walls and fixtures shall be removed. Floors, wainscoting and partition walls, metal fixtures, other hardware and adjacent surfaces shall be clean and bright.

10.6 Water fountains

Water fountain surfaces shall be clean and free from streaks, film, deposits or stains. All adjacent surfaces shall be wiped clean and dry.

10.7 Glass and Mirror Cleaning:

Glass and mirror surfaces shall be clean and free from streaks, film, deposits or stains. All adjacent surfaces shall be wiped clean and dry.

10.8 Metal Cleaning:

All metal surfaces shall be free from deposits or tarnish and have a uniformly bright appearance with all adjacent surfaces wiped free of cleaner.

10.9 Surface Spot Cleaning:

Surfaces shall be spot cleaned to remove hand prints, coffee stains or other soils.

10.10 Vacuuming:

Corners, edges of floors and areas under obstruction will be cleaned along with general unobstructed areas in all rooms being serviced.

10.11 Floor Waxing or Refinishing:

Floors shall be waxed or refinished when the previous finish has been completely removed. The area shall be completely clean and free of all marks, and a new finish appropriate for the floor type applied yielding a maximum gloss and uniform sheen.

10.12 Carpet Extraction Cleaning:

Prior to steam cleaning, carpets and rugs shall be vacuumed free of all loose soil and debris. Carpets and rugs shall be steam cleaned free of streaks, stains, and spots, and shall have a uniform color. Trained technicians using truck-mounted equipment will perform all carpet cleaning. Contractor may utilize a subcontractor to perform the cleaning with the prior approval of GRU. If a subcontractor is utilized, it will be the Contractor's responsibility to oversee the work to insure that is performed as specified.

10.13 Tile and other Hard Floors:

All tiled and hard floors shall be completely stripped to remove all built up wax and imbedded dirt prior to re-waxing. After application of wax, the re-waxed floor shall present a clean appearance free from scuff marks, or dirt smears. Contractor shall use suitable approved products.

11.0 CONTRACTOR'S RESPONSIBILITIES.

11.1 Chemical Safety:

If chemicals will be stored at GRU's facility, the Contractor is responsible for storing all chemicals in clearly marked containers with all necessary warning and precautionary labels readily displayed. Containers shall not be left uncapped unnecessarily. Copies of Safety Data Sheets (SDS) shall be posted for each chemical product present.

11.2 Safety:

8.2.1 The Contractor shall observe all safety requirements when performing work at GRU facilities. Contractor is responsible for keeping the work areas in a neat and organized manner. When floors are slippery when being cleaned, the Contractor is responsible for placing the proper safety and warning signs in the area to warn of the hazardous situation.

8.2.2 Contractor is responsible for keeping their work areas in a neat and organized manner.

11.3 Security:

The Contractor shall be responsible for securing all facilities as required upon completion of their work.

11.4 Changes to Work Scope:

Contractor shall not deviate from these specifications unless prior approval is received from GRU's Authorized Representative.

11.5 Communication:

The Contractor shall contact GRU's facility representative on a monthly basis in regard to the work performed under the contract and shall meet with GRU staff as needed.

12.0 COMMUNICATIONS/JANITORIAL SERVICE REPORTS.

12.1 The Contractor together with GRU will establish and maintain an acceptable communication tool (i.e. notebook, board, etc.), in each building, to ensure communication between the Contractor and GRU staff relating to service issues. The following are examples of information which shall be available at each of these locations:

12.1 Contractor's emergency contacts. (name, phone number, etc.)

12.2 A copy of Contract Technical Specifications.

12.3 Service schedules.

12.4 Safety Data Sheets for cleaning products.

Layout of the Campus

