

**BID COVER****Procurement Division**

(352) 334-5021(main)

Issue Date: August 2, 2021

**INVITATION TO BID: #PWDA-210056-MS****Exterior Maintenance Services Downtown Gainesville****PRE-BID MEETING:** ☐ Non-Mandatory ☒ Mandatory ☐ N/A ☐ Includes Site Visit**DATE:** August 12, 2021 **TIME:** 9:30 am**LOCATION:** City Hall, 200 East University Avenue, Gainesville, FL 32601 - Meet on the front steps of City Hall.**QUESTION SUBMITTAL DUE DATE:** August 24, 2021 at 3:00pm*All meetings and submittal deadlines are Eastern Time (ET).***DUE DATE FOR UPLOADING BID RESPONSE:**

August 31, 2021 at 3:00pm

**SUMMARY OF SCOPE OF WORK:** The City of Gainesville is seeking a qualified and dedicated Vendor to clean and maintain our Downtown sidewalks and specified areas. Using only highly motivated, properly equipped and detail oriented maintenance Personnel and equipment.

For questions relating to this bid, contact: **Diane Holder or Melanie Sowers**[holders@cityofgainesville.org](mailto:holders@cityofgainesville.org); [sowersma@cityofgainesville.org](mailto:sowersma@cityofgainesville.org)Bidder is not in arrears to City upon any debt, fee, tax or contract: ☐ Bidder is NOT in arrears ☐ Bidder IS in arrearsBidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☐ Bidder is NOT in default ☐ Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

DBA: \_\_\_\_\_

Authorized Representative Name/Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

☐ Bid is in full compliance with the Specifications.☐ Bid is in full compliance with specifications except as specifically stated and attached hereto.**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_**SIGNER'S PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## PART 1 – INVITATION TO BID INFORMATION

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Thank you for your interest in working with the City of Gainesville.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

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### 1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar ([www.demandstar.com](http://www.demandstar.com)). **The City has transitioned from accepting hard (paper) copy submittals to accepting submittals through “E-Bidding” on DemandStar.com.** In order to submit a bid response to this solicitation the bidder must be registered with DemandStar.

It is the responsibility of the bidder to monitor DemandStar. Properly registered bidders can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

### 1.2 PRE-BID MEETING/QUESTIONS/CLARIFICATIONS AND BID OPENING

If scheduled (refer to Bid Cover Page), attending a pre-bid meeting is strongly recommended as the project’s scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

NOTE: For a bidder’s attendance of a mandatory pre-bid meeting to count, the bidder must sign-in before the Procurement Specialist calls the end of that meeting. If the bidder is not signed in by that time, they will be disqualified from bidding on the project. If the mandatory pre-bid meeting also includes a required site visit, then bidder must sign in, both at the pre-bid meeting, and again at the end of the site visit, in order to have their attendance count and not be disqualified from submitting a proposal.

**NOTE: Failure to attend a mandatory pre-bid meeting will result in disqualification of your proposal.**

If special accommodations are needed in order to attend a pre-bid meeting or a bid opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

**\*\*\*IMPORTANT NOTICE REGARDING PRE-BID MEETING\*\*\***

The scheduled in-person meeting will occur at City Hall, 200 East University Avenue (Front Steps), Gainesville, FL on Thursday, August 12, 2021 @ 9:30 AM. Attendance is required.

and

**\*\*\*IMPORTANT NOTICE REGARDING BID OPENING\*\*\***

The scheduled bid opening will occur via Zoom, the information to join is provided below. Attendance (live viewing) of the bid opening is not required. However, to join the bid opening you must register.

You are invited to a Zoom meeting.

When: Aug 31, 2021 03:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us06web.zoom.us/join/zoom/register/tZcqumvpz4jH9ILH-6wg4Lih05jC2ZhwnsY>

After registering, you will receive a confirmation email containing information about joining the meeting.]

**All meetings and submittal deadlines are Eastern Time (ET).**

### 1.3 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.**

### 1.4 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.3) on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement Division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the ITB, which allows for immediate submittals to the City of Gainesville Procurement Division for an Invitation for Bid and the time the City Officials and Employee awards the contract.

### 1.5 MINIMUM QUALIFICATIONS

#### a) Qualifications

The response to the minimum qualification requirements should address each of the qualifications set out in the section below. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

- All bidders must have a minimum of at least three (3) years practical experience in providing maintenance services for commercial and/or governmental entities
- Vendor must provide copy of current business license and relevant State of Florida licenses and certifications,

## **1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS**

The specific qualifications of bidders for this specific Invitation to Bid are included above. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the bid evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a response constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any bidder who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

## **1.7 RESPONSIVENESS OF BID**

Each bid response will be reviewed to determine if the bid response is responsive to the submission requirements outlined in the ITB. A responsive bid is one which follows the requirements of the ITB, includes all required documentation, is submitted in the format outlined in the ITB, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

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## **PART 2 – SCOPE OF WORK/SPECIFICATIONS**

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### **2.1 GENERAL DESCRIPTION**

It is the intent of the City of Gainesville to obtain bid responses for performing exterior maintenance services at various locations in the downtown Gainesville area.

The City has areas requiring exterior maintenance services. Proper maintenance of these sites requires a fundamental level of knowledge, professional management and quality services. The results of these maintenance activities will be highly visible to the community and are essential to the look and vitality of each location. The CITY is seeking a contractor that can provide the following services:

- 1) Litter and debris pick-up and disposal (Sweep or Vacuum)
- 2) Spraying down of sidewalks with a hose
- 3) Sidewalk power washing, and oil, gum and miscellaneous stains removal
- 4) Other services as needed and upon mutual written agreement of the CITY

### **2.2 SCOPE OF WORK/SPECIFICATIONS**

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

#### **1. INTRODUCTION**

The City of Gainesville is seeking a qualified and dedicated Vendor to clean and maintain our Downtown sidewalks and specified areas. Using only highly motivated, properly equipped and detail oriented maintenance Personnel and equipment.

#### **2. BRIEF DESCRIPTION OF SERVICES**

The City of Gainesville is seeking a contractor that can provide the following maintenance services:

- Litter and debris pick-up and disposal Spraying down of sidewalks with a hose
- Sidewalk power washing, and oil, gum and miscellaneous stains removal
- Weed, pest and disease control Pruning trees
- Other services as needed and upon mutual written agreement of the CRA and Contractor

It will be the contractor's responsibility to meet all contract requirements in these specifications.

#### **3. SPECIAL CONDITIONS**

##### **A. Examination of Sites to be maintained**

The contractor shall perform all necessary due diligence including examining the sites to be maintained and/or directing inquiries to the City's Representative. Contractor shall accept the service area in its present physical condition. The CITY will not be liable for additional service fees requested by contractor for conditions contractor fails to document during its performance of due diligence.

##### **B. References**

Contractor shall have at least three (3) years practical experience in providing maintenance services for commercial and/or governmental entities. All contractors shall provide with their proposal a list of at least three (3) commercial or government references. The CITY reserves the right to contact these references.

##### **C. Award of Contract**

The CITY will award a contract for services based upon the contractor with the lowest lump sum cost.

##### **D. Required Document Submittals**

In addition to any other forms within the bid document to be completed and returned, Contractors must also submit the following documents to be eligible for contract award:

1. Cost Worksheet
2. Contractor's current business license and relevant State of Florida licenses and certifications

1) General Conditions

- A. Work to be performed in the areas described in Scope of Work comprises janitorial maintenance, the operation of manual weed removal and/or the use of an electric or gas weedeater, cleanup of debris and, when necessary, power washing and tree pruning. Requirements vary by location depending upon the conditions present.
- B. Contractor and its employees shall conduct themselves in such a manner as to be courteous to the public. Proper clothing appropriate to landscape professional practice shall be worn at all times including shirts, necessary safety equipment and proper protective footwear. Clothing must identify the company name. Where work is performed on state roads or city streets, contractor must wear eye protection and high-visibility safety clothing (orange or green vest or shirt).
- C. All vehicles and equipment used in service of this contract must be maintained in good repair, appearance and sanitary conditions at all times. Vehicles must be identified with the name of the contractor and phone number clearly visible. In addition, all leaf blowers are not to exceed 70dB.
- D. It is the contractor's responsibility to assure that all work is being done per specifications.
- E. Contractor shall provide a 24-hour emergency phone number where he/she can be reached with no more than a fifteen (15) minute delay in call back time. Contractor is to have an active email address from which to receive correspondence from the City of Gainesville. Contractor must be able to respond to emergencies on site within one hour of notification by the COG Project Manager.
- F. Contractor shall have fully trained and competent employees who can execute the responsibilities contained in this contract, including but not limited to operation of power equipment, weed control, tree pruning, and debris removal.
- G. The COG Project Manager or R/W Supervisor will make regular inspections of contract sites on at least a weekly basis. Contractor shall meet as required with the COG R/W Supervisor to review site reports and visit any sites deemed necessary for review.
- H. The contractor shall be aware of and shall comply with all City ordinances governing exterior Janitorial and Maintenance services as applicable to individual locations being maintained.
- I. Work Affecting the Public Right of Way: No activity shall be performed in the roadway portion of the Right of Way between the hours of 7:00 a.m. to 8:00 a.m. and 5:00 p.m. to 6:00 p.m. Monday- Friday, unless approved in writing by the COG Project Manager. Additional work prohibitions may be required by the COG during special City events such as UF Home Coming weekend. Contractor shall obtain necessary lane closure permits and provide, at no additional cost to the COG, traffic control and/or barricades as needed or as required by the State of Florida Department of Transportation. Barricading and detouring of traffic shall be accomplished in conformance with the State of Florida Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition, while working on City, County or State roads. All existing lanes of traffic shall be open to traffic at the completion of each working day.
- J. Approval to Work in the Public Right Of Way: Contractor shall be responsible for obtaining approval from the City of Gainesville for traffic control plans, for protecting existing utilities and improvements in the Work Area and for repairing any damage to utilities and improvements caused by the contractor's operations.
- K. Scheduling of Work  
All work shall be performed a minimum of three (3) days per week, year round unless otherwise specified: Friday, Saturday, and Sunday. These mornings have the most accumulated trash due to nightclub activity. Therefore, the location of the site will ultimately determine the required frequency of services. In cases of inclement weather, the R/W Supervisor should be notified the day of via email. Each month, the contractor shall submit a Timesheet Document (Appendix A) for each site detailing the schedule for all work to be performed. The City of Gainesville retains the right to alter any and all Timesheet Documents due to events that may conflict with the conduct of the scheduled work. The Timesheet Documents must be submitted with each prior month's invoice. Therefore, as an example, the contractor shall submit Timesheet Documents for August with the invoice for July's services. An invoice will not be processed until all timesheets have been submitted.

2) Public Convenience and Safety

Contractor acknowledges and agrees that public safety is of utmost importance and the contractor agrees that during the progress of the work, the contractor shall protect and preserve the safety of the public. Contractor shall not unnecessarily cause inconvenience to the public during the progress of the work and shall minimize the inconvenience caused by the contractor's operations.

3) Defective Work

The City of Gainesville will work with the contractor to achieve satisfactory performance results under this contract; however, the City will have the authority to disapprove or reject work which the City believes is defective and not in accordance with the contract specifications. The R/W Supervisor will be the final interpreter of the requirements of the contract specifications and judge the acceptability of the contractor's work.

- a. The City of Gainesville will notify the contractor in writing of defective work and of any corrective actions required.
- b. Contractor shall correct all defective work immediately and bear all costs to correct defective work. Contractor shall inform the City of Gainesville in writing when its personnel will correct the defective work
- c. If the contractor fails to correct the work The COG will withhold payment due to the contractor for the portion of service not rendered at the discretion of the COG Project Manager.
- d. Should the contractor fail to correct three (3) defective work notices in accordance with 4 (c) in any three (3) months, then the City of Gainesville may request termination of the contractor's contract.
- e. The City of Gainesville may, at its discretion, contract with another contractor in order to rectify the defective work

4) Changes to the Scope of Work

The City of Gainesville reserves the right to order changes in the work consisting of additions, deletions, unscheduled works tasks or other revisions within the general scope of the contract. The contractor shall not make any claims against the City of Gainesville that the scope of the contractor's contract has been changed, requiring changes to the amount of compensation to the contractor as long as such changes have been made by written amendment to the contract executed by the City of Gainesville and the contractor. If the contractor believes that any particular work is not within the scope of the project, or will require additional compensation to the contractor, then the contractor must immediately notify the City Project Manager in writing of this belief. The City Project Manager and the contractor may then negotiate the terms of a contract amendment to address the proposed change in work scope.

5) Wash Water Disposal

Non-stormwater discharges are prohibited from entering the storm sewer system by Alachua County ordinance (Section 77.10). Contractor shall take steps to minimize the volume of wash waters and shall not allow any unfiltered wash waters to enter the storm drain. Water disposal filtration is the responsibility of the contractor.

6) Cleaning Agents

Cleaning agents are permitted only if they have been approved by the Alachua County Environmental Protection Department.

7) Availability of Water for Cleaning

The contractor is responsible for obtaining the water used for the services described herein.

8) Damage Caused by Contractor

The contractor shall repair at contractor's expense any damage to property belonging to the City of Gainesville caused by the contractor to the satisfaction of the respective owner. The contractor shall also take adequate measures to insure that its operations do not harm any existing underground utilities. Damage may include, but is not limited to:

- a. Power equipment damage to trees, water supply or electrical facilities
- b. Pruning methods not consistent with specifications
- c. Failure to apply chemicals in accordance with specifications and/or product label instructions

9) Emergencies and Complaints Response

Whenever the City's Project Manager's opinion immediate action is required to prevent impending injury, death or damage to private, or City of Gainesville property maintained under this contract, the City will, at its discretion attempt to contact the contractor to take preventative action. Should the City be unable to reach the contractor as specified in Section 2) E., the City may cause preventative action to be taken by City personnel and/or other service providers and may charge the cost thereof to the contractor. Should it be determined that the necessary repairs

were caused by the contractor's lack of performance under the specifications of this contract, then the contractor may be liable for all charges to perform the required repairs.

I0) Contract Term

The initial contract term is three (3) fiscal years, beginning upon execution of a contract, with the option for two (2) fiscal-year renewals. However, if the contract start date is after October 1<sup>st</sup> of the current fiscal year, then the compensation for the initial year of the contract term will be prorated accordingly.

11) Invoicing and Timesheet Documents

Each month, the contractor is required to submit a monthly invoice (Appendix B) to the CRA no sooner than the last day of the service month. No invoice will be accepted that does not contain the following information:

- a. Contractor's name and contact information
- b. COG project name
- c. COG project number
- d. Purchase order number
- e. Invoice number
- f. Date
- g. Description of services rendered, including date of service
- h. Invoice amount

Contractor shall submit monthly timesheet documents (Appendix A), as described in Section 2, item K, with the following information:

- a. Vendor name and contact information
- b. Project location
- c. Project name
- d. Purchase order number
- e. Submission date
- f. Site visit dates
- g. Visit start & end times
- h. Total monthly hours
- i. Contractor signature & date

#### 4. DETAILED DESCRIPTION OF THE WORK -SCOPE OF WORK

Some CRA districts have areas requiring exterior Janitorial and Maintenance services. Proper maintenance of these sites requires a fundamental level of knowledge, professional management and quality services. The results of these maintenance activities will be highly visible to the community and are essential to the look and vitality of each location. Work may commence at any time during the morning, at the discretion of the contractor, but must be completed on the specified days by 7:00 a.m. Workers will be required to wear attire suitable to the project. For purposes of this solicitation, Maintenance services under this contract will focus specifically on the Downtown Areas.

The successful contractor will need to:

- Ensure that personnel performing these services will wear neat, proper clothing (as defined in Section 4 SPECIAL CONDITIONS, 1) General Conditions, B.,) at all times and will be trained to interact with the public in a friendly and informative manner. Personnel should also be competent and trained to carry-out their job responsibilities.
- Illustrate the ability to hire and manage staff, if necessary.
- Plan for supervision of staff and quality control, as necessary.
- Provide monthly timesheet documents (Appendix A) with each prior month's invoice (Appendix B) detailing the maintenance schedule for each site as specified in Section 4 SPECIAL CONDITIONS, 1) General Conditions, B..
- Supply an active email address from which to receive correspondence from the COG.
- Have knowledge of water disposal requirements, debris and litter disposal requirements, chemical application requirements for weed removal and management, and the overall maintenance needs specific to each CRA district site.
- Demonstrate the expertise to undertake the work required.
- Be able to provide required insurance.

## **TASKS -Downtown (DRAB)**

### **W University Avenue**

This is a heavily traveled and highly visible primary corridor which runs through the CRA Downtown district. The portion of the corridor between SW 6 Street and NE 3<sup>rd</sup> Street will require services described in this contract.

Janitorial Services detailed for W University Avenue (see Maintenance Specifications for descriptions):

1. Litter Removal/ Sweep or vacuum area
2. Sidewalk Spraying
3. Sidewalk:Power Washing
4. Weed & Pest Control

### **SW 1<sup>st</sup> Avenue**

This is a secondary corridor used heavily on weekends. Litter and debris buildup is a noticeable result of the bar and club pedestrian traffic between SW 2<sup>nd</sup> Street and SE 3<sup>rd</sup> Street

Janitorial Services detailed for SW 1<sup>st</sup> Avenue (see Maintenance Specifications for descriptions):

1. Litter Removal/ Sweep or Vacuum area
2. Sidewalk Spraying
3. Sidewalk Power Washing
4. Weed & Pest Control

### **SW 2<sup>nd</sup> Avenue**

This is a secondary corridor used heavily on weekends. Litter and debris buildup is a noticeable result of the bar and club pedestrian traffic between SW 2<sup>nd</sup> Street and SE 1<sup>st</sup> Street.

Janitorial Services detailed for SW 2<sup>nd</sup> Avenue (see Maintenance Specifications for descriptions):

1. Litter Removal/ sweep or vacuum area
2. Sidewalk Spraying
3. Sidewalk Power Washing
4. Weed & Pest Control

### **SW 2<sup>nd</sup> Street**

This is a secondary corridor used heavily on weekends. Litter and debris buildup is a noticeable result of the bar and club pedestrian traffic between W University Avenue and SW 2<sup>nd</sup> Avenue.

Janitorial Services detailed for SW 2<sup>nd</sup> Street (see Maintenance Specifications for descriptions):

1. Litter Removal/ sweep or vacuum area
2. Sidewalk Spraying
3. Sidewalk Power Washing
4. Weed & Pest Control

### **SW 1<sup>st</sup> Street**

This is a secondary corridor used heavily on weekends. Litter and debris buildup is a noticeable result of the bar and club pedestrian traffic between W University Avenue and SW 2<sup>nd</sup> AVE.

Janitorial Services detailed for SW 1<sup>st</sup> Street (see Maintenance Specifications for descriptions):

1. Litter Removal/ sweep or Vacuum area
2. Sidewalk Spraying
3. Sidewalk Power Washing
4. Weed & Pest Control

### **S Main Street**

This is a heavily traveled and highly visible primary corridor which runs through the COG Downtown district between NW 2<sup>nd</sup> AVE and SW 2<sup>nd</sup> Avenue.

Janitorial Services detailed for S Main Street (see Maintenance Specifications for descriptions):

1. Litter Removal/ sweep or Vacuum area
2. Sidewalk Spraying
3. Sidewalk Power Washing
4. Weed & Pest Control

### **SE 1<sup>st</sup> Street**

This is the location of a COG project to enhance the landscape along SE 1<sup>st</sup> Street between E University Avenue and SE 2<sup>nd</sup> PL. Currently, the landscaped areas are being maintained and managed under a separate contract. However, the sidewalks surrounding those landscaped areas require janitorial services.

Janitorial Services detailed for SE 1<sup>st</sup> Street (see Maintenance Specifications for descriptions):

1. Sidewalk Spraying
2. Sidewalk Power Washing
3. Weed & Pest Control
4. Litter Removal/ sweep or vacuum area

## **5. MAINTENANCE SPECIFICATIONS**

**Weed Removal:** The preferred method for weed removal is by hand. The COG will need to approve both herbicides, including pre-emergent treatments, and the sites proposed for application for heavy weed infestations. All herbicides shall be fast-dissipating and applied only per manufacturer's label. Dead weeds shall be removed from the site within seven (7) days. Contractor shall provide to COG documentation upon completing this task whenever non-mechanical, i.e. chemical means, are used.

The following areas shall be maintained as weed free:

- a. Planting beds
- b. Tree wells
- c. Sidewalks (between joints and spaces between bricks)
- d. Masonry structures; walls adjacent to sidewalks

**Pest Control:** Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs and trees. This approach will include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications will be performed when temperatures are below 90°F and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils and biological controls such as *Bacillus thuringiensis* (Bt) formulations.

**Litter Removal:** Contractor shall pick-up trash and other debris in the service area including on paved surfaces, in planters, in landscaped beds, in tree wells with and without grates, and on benches during each weekly service visit. The Contractor should either sweep or Vacuum the area to keep litter from entering street. Contractor shall dispose of all trash and debris off-site. Contractor duties do not include emptying waste receptacles.

Examples of litter and debris to be removed from the service area include but are not limited to the following:

- a. Leaves (dead or living) and sticks
- b. Paper and plastic
- c. Old newspapers
- d. Cigarette butts
- e. Broken glass
- f. Gum wrappers
- g. Fruit or berries
- h. Traffic debris

- i. Rocks, stones, gravel, sand
- j. Maintenance-generated debris (grass clippings, woody materials, mulch)
- k. Miscellaneous debris/trash

**Sidewalk Spraying:** Periodic spraying down of paved surfaces with a hose to wash off vomit, urine, food, spills, etc. These paved surfaces include sidewalks, the horizontal surface of the street curb and all the way to the edge of the right of way.

**Sidewalk Power Washing:** The performance of this service shall remove built up dirt, oil, gum and other miscellaneous stains on the sidewalk in the effort to continue to improve conditions along the identified corridors. These services are required on both sides of the street, unless otherwise specified. Proper waste water disposal and appropriate cleaning agents are required.

**Tree Trimming:** Trees shall be pruned back only for safety or structural clearance. Pruning shall be performed for thinning or opening to promote spread tree spread and shading potential. No more than one fourth of the leaf area shall be removed at any pruning. It is recommended that an ISA Certified Arborist be consulted and/or utilized for tree work needed for limbs that exceed two (2) inches in diameter. All trimmings are to be removed and disposed offsite. All tree trimming must be coordinated with and supervised by the CRA Project Coordinator. The CRA reserves the right to change plants and/or pruning requirements at any time during the term of the contract

## 2.3 ELIGIBILITY OF EQUIPMENT OR MATERIALS

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

The City reserves the right to request additional data after the bid is opened and prior to the award. Failure to supply data necessary to properly evaluate a product will constitute sufficient reason for rejection of the bid.

All information specifically requested by this Solicitation shall be furnished attached to the bid. Failure to do so may invalidate the bid.

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## PART 3 – HOW TO SUBMIT A BID

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### 3.1 HOW TO SUBMIT A BID

**The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project.** The bidder's complete pdf response must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals. Required signatures for bid forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.).

Upload the bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

### 3.2 HOW TO ASSEMBLE YOUR BID

The following documents and forms must accompany any offer submitted, and will be the basis for review and award. A submittal without these documents may be deemed non-responsive. The City reserves the right to request all other missing forms and additional information from any bidder prior to award. *Please do not include items that are not specifically requested.*

- Completed Bid Cover Page
- Bid Form - (Leave no blanks; indicate N/A or No Bid where applicable)
- Drug-Free Workplace Form
- Bidder Verification Form
- Customer History Form
- Bidder's W-9
- Proof of Bidder's Insurability (refer to Part 7, 7. Insurance)
- Copy of any applicable, current licenses and/or certification required by City/County/State
- Documentation of Compliance with Minimum Qualifications
- Exceptions to the ITB (refer to Part 6, 6.2 Deviations)

The bid response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the response, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a response by a bidder will be considered by the City as constituting an offer by the bidder to perform the required services at the stated fees.

### 3.3 DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:

- a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
- b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

(ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.

- a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
- b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
- c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
- d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
  - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.
  2. Upload a pdf version response of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City's evaluators will be provided with the complete proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

### **3.4 ONLY ONE BID**

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

### **3.5 FULLY INFORMED BIDDER**

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

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## PART 4 – BID PRICES

### COST WORKSHEET

**BIDDER:** \_\_\_\_\_

**PROJECT:** City of Gainesville Public Works Department (CITY)  
Annual Contract for Exterior Maintenance Services for Downtown Gainesville

**BID#:** PWDA-210056-MS

**THIS SECTION (Part 4) MUST BE COMPLETED AND RETURNED WITH YOUR BID SUBMITTAL.**  
Contractor shall express costs in the worksheet as follows:

- 1) **Task & Cost Breakdown: W University Avenue** – located between SW 6<sup>h</sup> Street and NE 3<sup>rd</sup> Street, Gainesville, FL

Task	Man-hours per Event	Number of Events per Year	Hourly Rate	Total Cost per Year
Litter Removal		156		
Sidewalk Spraying		156		
Sidewalk Power Washing		12		
Weed & Pest Control		52		

<b>TOTAL</b>	
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- 2) **Task & Cost Breakdown: SW 1<sup>st</sup> Avenue** – located between SW 2<sup>nd</sup> Street and SE 3<sup>rd</sup> Street, Gainesville, FL

Task	Man-hours per Event	Number of Events per Year	Hourly Rate	Total Cost per Year
Litter Removal		156		
Sidewalk Spraying		156		
Sidewalk Power Washing		12		
Weed & Pest Control		52		

<b>TOTAL</b>	
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*This page must be completed and uploaded with your Submittal.*

## COST WORKSHEET

**BIDDER:** \_\_\_\_\_

**PROJECT:** City of Gainesville Public Works Department (CITY)  
Annual Contract for Exterior Maintenance Services for Downtown Gainesville

**BID#:** PWDA-210056-MS

3) **Task & Cost Breakdown: SW 2<sup>nd</sup> Avenue** – located between SW 2<sup>nd</sup> Street and SE 1<sup>st</sup> Street, Gainesville, FL

Task	Man-hours per Event	Number of Events per Year	Hourly Rate	Total Cost per Year
Litter Removal		156		
Sidewalk Spraying		156		
Sidewalk Power Washing		12		
Weed & Pest Control		52		

<b>TOTAL</b>	
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4) **Task & Cost Breakdown: SW 2<sup>nd</sup> Street** – located between W University Avenue and SW 2<sup>nd</sup> Avenue, Gainesville, FL

Task	Man-hours per Event	Number of Events per Year	Hourly Rate	Total Cost per Year
Litter Removal		156		
Sidewalk Spraying		156		
Sidewalk Power Washing		12		
Weed & Pest Control		52		

<b>TOTAL</b>	
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*This page must be completed and uploaded with your Submittal.*

## COST WORKSHEET

**BIDDER:** \_\_\_\_\_

**PROJECT:** City of Gainesville Public Works Department (CITY)  
Annual Contract for Exterior Maintenance Services for Downtown Gainesville

**BID#:** PWDA-210056-MS

5) **Task & Cost Breakdown: SW 1<sup>st</sup> Street** – located between W University Avenue and SW 2<sup>nd</sup> Avenue, Gainesville, FL

Task	Man-hours per Event	Number of Events per Year	Hourly Rate	Total Cost per Year
Litter Removal		156		
Sidewalk Spraying		156		
Sidewalk Power Washing		12		
Weed & Pest Control		52		

<b>TOTAL</b>	
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6) **Task & Cost Breakdown: S Main Street** – located between NW 2<sup>nd</sup> Avenue and SW 2<sup>nd</sup> Avenue, Gainesville, FL

Task	Man-hours per Event	Number of Events per Year	Hourly Rate	Total Cost per Year
Litter Removal		156		
Sidewalk Spraying		156		
Sidewalk Power Washing		12		
Weed & Pest Control		52		

<b>TOTAL</b>	
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*This page must be completed and uploaded with your Submittal.*

## COST WORKSHEET

**BIDDER:** \_\_\_\_\_

**PROJECT:** City of Gainesville Public Works Department (CITY)  
Annual Contract for Exterior Maintenance Services for Downtown Gainesville

**BID#:** PWDA-210056-MS

- 7) **Task & Cost Breakdown:** SE 1<sup>st</sup> Street – from E University Avenue and SE 2<sup>nd</sup> Place,  
Gainesville, FL

Task	Man-hours per Event	Number of Events per Year	Hourly Rate	Total Cost per Year
Litter Removal		156		
Sidewalk Spraying		156		
Sidewalk Power Washing		12		
Weed & Pest Control		52		

<b>TOTAL</b>	
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**NOTE:** If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.

Note: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, OR MATERIALS FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE MAY BE ADJUSTED UPON AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE AND BASED UPON BID PRICES.

### 4.2 WARRANTY

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

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*This page must be completed and uploaded with your Submittal.*

## **PART 5 – AWARD**

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### **5.1 AWARD OF CONTRACT**

The awards of a contract and/or purchase shall be to the lowest responsive, responsible bidder.

A responsive bidder is one that provides all requested information, certifications, product information and pricing. A responsible bidder is one that has demonstrated through the past performance and the requested documentation that they have the resources and financial capability to provide the products/services identified by the City via this Invitation to Bid.

The City may reject a bid based upon past performance of a bidder. In determining the lowest responsive, responsible bidder the City will consider, but not be limited to, the items listed below:

- Price,
- The ability of the bidder to successfully carry out a proposed contract,
- Past performance (including reference checks), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability,
- Current litigation pending between bidder and City,
- All debts owed to City have been paid,
- Bidder has all required licenses,
- Bidder is authorized to do business in Florida (registered in SunBiz),
- The number and scope of conditions and/or exceptions attached to the bid,

The City reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work. If, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

In the event the successful Bidder fails to execute the Contract, the City may then accept the bid of the next lowest responsive, responsible bidder or re-advertise the bid. If the bid of the next best Bidder is accepted, this acceptance shall bind such Bidder as though he were the original successful Bidder. City reserves the right to pursue such remedies as provided by law for Bidder's failure to execute the Contract.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the lowest, responsive and responsible Bidder whose bid is determined by the City to be in its best interest.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

### **5.2 TIE BIDS**

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss.

### **5.3 DRUG-FREE WORKPLACE**

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

### **5.4 CONTRACT**

The Contract to be entered into will designate the successful bidder as the City's Contractor. The terms and conditions in the Sample Contract, Part 7, shall be applicable and binding. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 7.

## **5.5 BID PROTEST**

Participants in this solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

## **5.6 ITB POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the bid responses received as a result of this ITB. See Section 41-444 [Financial Services Procedures Manual](#).

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## **PART 6 – GENERAL INFORMATION**

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### **6.1 REIMBURSABLES**

When cost estimating travel, the City's travel policy allows for Coach air travel only. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only – no mark-up). Evidence of these expenditures will be submitted when invoicing the City.

### **6.2 PURCHASES BY OTHER AGENCIES ("PIGGYBACKING")**

All bidders submitting a response to this solicitation agree that such response also constitutes a bid to all state agencies, municipalities and political subdivisions of the state of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This provision in no way restricts or interferes with any state agency, municipality or political subdivision to rebid any or all items.

### **6.3 DEVIATIONS**

Any deviation from the specifications must be explained in detail on sheets attached to the Bid Form and labeled "Clarifications and Exceptions", and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful bidder will be held responsible for meeting the Specifications. If bidder wishes its Standard Terms and Conditions to be considered as part of its bid, such terms and conditions must be made part of the "Clarifications and Exceptions". The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsive responsible bidder whose bid is determined by the City to be in its best interest.

**NOTE: Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline or proposals are due, so that based upon the City's response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.**

### **6.4 ACCEPTANCE OF TERMS**

Acceptance of the Contract, Specifications, terms and conditions is a mandatory aspect of being considered responsive. Bidders wanting to challenge any of the Contract, Specifications, terms and conditions or question alternatives to any Specifications listed herein must do so in writing prior to the deadline for submitting questions. If the City does not authorize a change prior to bid closing via addendum, the Contract, Specifications and terms and conditions stand; any counter-proposal on Contract, Specifications, or terms and conditions, will be rejected, as will the bid.

### **6.5 BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

The bidder further declares that it has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid. Bidder further declares that any deviation from the specifications are explained on separate sheets labeled Clarifications and Exceptions attached to this Bid Form and that each deviation is itemized by number and specifically refers to the applicable specification paragraph and page.

### **6.6 LOCAL PREFERENCE**

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

other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. The business tax receipt must be issued at least six months prior to bid or proposal opening date. For more information on City's Local Preference Policy: [Municipal Code Article X Local Preference Policy](#).

## **6.7 SMALL AND SERVICE-DISABLED VETERAN BUSINESS CERTIFIED BY THE CITY OF GAINESVILLE**

Small or Service-Disabled Veteran's Business Enterprise Definition: A Small Business or a Service-Disabled Veteran's Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within Alachua, Bradford, Columbia, Gilchrist, Levy, Putnam, or Union County and possess a current City business tax receipt as required, and is so certified by the Small and Service-Disabled Veteran's Business Program Coordinator.

It is the policy of the City of Gainesville that small and service-disabled veteran businesses as defined in the Small and Service-Disabled Veteran Business Program, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each bidder is asked to state whether it will utilize small and service-disabled veteran businesses that are eligible for assistance to perform work on the project(s) being advertised.

For bidders not yet certified by the City, a small and service-disabled veteran application may be accessed via the [Office of Equity and Inclusion](#) website. To be considered as a certified small and/or service-disabled veteran business, a bidder must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the [Office of Equity and Inclusion](#) website.

## **6.8 LIVING WAGE REQUIREMENTS**

Living Wage requirements, Ordinance 020663, as amended in Ordinance 030168, and in [Ordinance 180999](#), and as shown on the City's web page, applies to contracts solicited by the City after midnight on March 31, 2021.

Section 2-619. – Living Wage Requirements.

(a) The following are requirements of each service contractor/subcontractor:

- (1) A service contract or/subcontractor shall pay a living wage to each of its covered employees during the time they are providing the covered services.
- (2) A copy of the living wage rate shall be posted by the service contractor/subcontractor in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request.
- (3) Each service contractor shall make all of its service subcontractors aware of the requirements of this division and shall include the contract provisions listed in the **Sample Contract** under the *Living Wage* paragraph in each of its service subcontracts to ensure compliance with this article. The city shall not be deemed a necessary or indispensable party in any litigation between the service contractor and a subcontractor.
- (4) A service contractor/subcontractor shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage under this division. A covered employee who claims their employer has not paid them a living wage as required by this division may file a written complaint with the city.
- (5) Each service contractor/subcontractor shall produce payroll records, and any other requested documentation to the city as necessary for the city to audit or investigate compliance with or a reported violation of this division.

The adjusted Living Wage for this contract will be \$12.7404 per hour (Living Wage with Health Benefits) or \$13.9904 per hour if Health Benefits are not offered.

#### **6.9 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED**

By submitting this bid response, bidder agrees that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

#### **6.10 PUBLIC ENTITY CRIME INFORMATION STATEMENT**

For your information, Section 287.133 (2)(a) , Florida Statutes, contains the following provisions: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

#### **6.11 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES**

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

#### **6.12 TAXES, CHARGES AND FEES**

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

#### **6.13 COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bid responses to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

#### **6.14 RULES; REGULATIONS; LICENSING REQUIREMENT**

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **6.15 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT**

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors,

vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equity and Inclusion](#).

#### **6.16 E-VERIFY REQUIREMENT**

Section 448.095, Florida Statute states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

#### **6.17 SPECIALITY FUNDING, IF APPLICABLE**

**INTENTIONALLY LEFT BLANK**

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**

## PART 7 – SAMPLE CONTRACT

**THIS CONTRACT** (“Contract”), entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), and \_\_\_\_\_, (“Contractor”), taken together, shall be known as “Parties”.

**WHEREAS**, clauses that briefly describe project and history of project (if applicable)

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

### 1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be three (3) years, commencing upon execution of a contract. The Contract may be extended, upon mutual agreement of the Parties, for two (2) one year periods.

### 2. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

### 3. CONTRACT DOCUMENTS.

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the ‘Contract Documents’):

- i. Contract;
- ii. Addenda to Bid Documents (*attach and identify by title, number and date*);
- iii. Bid Documents (*attach and identify by title, number and date*); and
- iv. Contractor’s response to Bid documents (*attach and identify by title, number and date*).

B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

### 4. DELIVERY SCHEDULE: (*to be included for goods*)

The delivery schedule is hereby defined as the period which will elapse between receipt of a purchase order and the arrival of the materials or equipment at the designated point of delivery. Meeting specified delivery schedules is of the essence of this Contract and is a significant part of the performance of the Contract. Failure to meet such schedules may result in Termination of the Contract as described in Paragraph 10 of this Contract.

#### A DELIVERY LOCATION:

All materials or equipment shall be bid F.O.B. Gainesville, Florida.

#### B. DELAY

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

If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either the City or Contractor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by the City within its control, Contractor's sole remedy under the Contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the work to the date of termination.

[OR]

**4. TIME FOR PERFORMANCE** *(To be included for services, if needed)*

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].

[OR]

**4. PARAGRAPH INTENTIONALLY OMITTED.**

*[In some contracts, there is no need to put a provision in for completion. For instance, if you have hired a janitorial service on an annual contract, there would not be a need to have a time of performance or completion date]*

**5. COMPENSATION/PAYMENT.**

City will pay Contractor in an amount not to exceed (\$amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon *(describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement)*.

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes. Contractor will be paid electronically as an electronic funds transfer (EFT).

**6. INDEMNIFICATION.**

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

**7. ANTI-DISCRIMINATION.**

CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**8. INSURANCE.** (Check with risk for required coverage and amounts)

**A.** During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance

providing coverage in compliance with  
Florida Statutes

Professional Liability insurance	\$[contact risk] per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$100,000 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$500,000 per occurrence combined single limit for bodily injury and property damage
Property Damage insurance	\$[contact risk] per occurrence combined single limit for bodily injury and property damage

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

## 9. SOVEREIGN IMMUNITY.

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

## 10. LIVING WAGE.

The definitions, terms and conditions of the city's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this agreement. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

[OR]

10. PARAGRAPH INTENTIONALLY OMITTED. *(if contract is for goods only)*

## 11. TERMINATION.

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to

terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

## **12. MULTI-YEAR CONTRACT.**

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

## **13. INDEPENDENT CONTRACTOR.**

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

## **14. INTELLECTUAL PROPERTY AND WORK PRODUCT.**

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

## **15. RECORDS AND RIGHT-TO-AUDIT.**

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

## **16. CONTRACTOR'S ASSURANCES.**

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to

cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

**17. WARRANTY.**

[are there specific warranties requested in the bid? If so, list them here or reference them here]

**18. PUBLIC RECORDS.**

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).**

<http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingPublicRecord.aspx>

**19. DISPUTE RESOLUTION**

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

**20. ATTORNEY'S FEES AND COSTS.**

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

**21. FORCE MAJEURE (not needed if paragraph 4 is blank)**

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

**[OR]**

**21. PARAGRAPH INTENTIONALLY OMITTED**

**22. APPLICABLE LAW AND VENUE.**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

**23. DEFAULT AND REMEDIES.**

The non-breaching party shall have available all remedies at law.

**24. NOTICES.**

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

**CITY:**

City of Gainesville  
Insert Department Name  
Attn:  
Insert Address

**CONTRACTOR:**

Insert Contractor's Information

**25. SEVERABILITY.**

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

**26. INTEGRATION/MERGER.**

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

**27. MODIFICATION AND WAIVER.**

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

**28. CAPTIONS AND SECTION HEADINGS.**

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

**29. ASSIGNMENT OF INTEREST.**

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

**30. SUCCESSORS AND ASSIGNS.**

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

**31. THIRD PARTY BENEFICIARIES.**

This Contract does not create any relationship with, or any rights in favor of, any third party.

**32. CONSTRUCTION.**

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

**33. COUNTERPARTS.**

This Contract may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**34. EXHIBITS.**

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

**NAME OF COMPANY:**

**CITY OF GAINESVILLE:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney

## **PART 8 – EXHIBITS**

---

The following documents/forms are included in this section:

- Drug-Free Workplace Form
- Bidder Verification Form
- Customer History Form
- Downtown Maintenance Area Map
- Appendix A-Example Timesheet Document
- Appendix B-Example Invoice Document

## DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

does:

\_\_\_\_\_  
(Name of Bidder)

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 the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

***In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.***

## BIDDER VERIFICATION FORM

### **LOCAL PREFERENCE** (Check one)

Local Preference requested: ☐ YES ☐ NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- Business Tax Receipt
- Zoning Compliance Permit

### **QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS** (Check one)

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? ☐ YES ☐ NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? ☐ YES ☐ NO

### **REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA**

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

☐ YES ☐ NO (refer to Part 1, 1.5, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (#\_\_\_\_\_)

If the answer is "NO", please state reason why: \_\_\_\_\_

### **DIVERSITY AND INCLUSION** (Applies to solicitations above \$50,000)

Does your company have a policy on diversity and inclusion? ☐ YES ☐ NO

If yes, please attach a copy of the policy to your submittal.

*Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.*

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Printed Name/Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## CUSTOMER HISTORY FORM

**Name of Bidder:** \_\_\_\_\_

Provide a list of prior customers **for similar services** that your bidder has provided within the last two (2) years. Copy form as necessary.

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

Customer Name:	
Address:	
City, State, Zip:	
Point of Contact:	Phone Number:
E-mail:	

***This page must be completed and uploaded to DemandStar.com with your Submittal.***



## APPENDIX A

### EXAMPLE TIMESHEET DOCUMENT

As stated in Scope of Work; Contractor shall submit a monthly Timesheet Document detailing the maintenance schedule for each site. These documents MUST be submitted each month to the City along with the prior month's invoice.

See example Timesheet Document below:

<b>VENDOR:</b> Company Name Address Gainesville, FL + zip code Phone Number Email Address			<b>SUBMISSION DATE:</b> 5/5/2012
<b>LOCATION:</b> NW 5th Avenue <b>PROJECT NAME:</b> Janitorial Services <b>PO #:</b> 555 55555555555555			
MONTH/DAY/YEAR	VISIT START TIME	VISIT END TIME	TOTAL HOURS
5/2/2012	8:00 AM	9:30 AM	1.5 hrs
5/9/2012	8:00 AM	9:30 AM	1.5 hrs
5/16/2012	8:00 AM	9:30 AM	1.5 hrs
5/23/2012	8:00 AM	9:30 AM	1.5 hrs
5/30/2012	8:00 AM	9:30 AM	1.5 hrs
<b>TOTAL QUARTER HOURS:</b>			7.5 hours

I hereby certify that the information provided on this timesheet is an accurate representation of the monthly maintenance schedule for this site. The City will be notified of any changes to this schedule no less than 48 hours in advance.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

VENDOR: <div style="position: absolute; top: 210px; left: 5px;"> LOCATION:  PROJECT NAME:  PO #: </div>			SUBMISSION DATE:
MONTH/DAY/YEAR	VISIT START TIME	VISIT END TIME	TOTAL HOURS
			TOTAL QUARTER HOURS:

I hereby certify that the information provided on this timesheet is an accurate representation of the monthly maintenance schedule for this site. The City will be notified of any changes to this schedule no less than 48 hours in advance.

Contractor Signature

Date

## APPENDIX B

### EXAMPLE INVOICE DOCUMENT

Contractor shall provide a monthly invoice for maintenance services. This documentation should be submitted to the City of Gainesville after completion of the work. The invoice must provide the Vendor Name, Date, Project Name, PO#, Description of Services, and the Amount Due.

NOTE: Invoices will not be processed until all timesheets have been submitted, as stated in Section 4 SPECIAL CONDITIONS, 1) General Conditions, and K...

See example Invoice Document below:

<b>VENDOR ADDRESS:</b> Company Name Address Gainesville, FL + zip code		<b>Invoice</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">DATE</th> <th style="width: 50%;">INVOICE #</th> </tr> <tr> <td>5/26/2012</td> <td>7139</td> </tr> </table>			DATE	INVOICE #	5/26/2012	7139
DATE	INVOICE #							
5/26/2012	7139							
<b>PROJECT NAME:</b> Janitorial Services  <b>PO #:</b> 555 55555555555555								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"><b>BILL TO:</b></td> </tr> <tr> <td style="height: 40px;"></td> </tr> </table>					<b>BILL TO:</b>			
<b>BILL TO:</b>								
				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="padding: 2px;">DUE DATE</th> </tr> <tr> <td style="padding: 2px;">6/16/2012</td> </tr> </table>	DUE DATE	6/16/2012		
DUE DATE								
6/16/2012								
ITEM	DESCRIPTION	QTY	RATE	AMOUNT				
NW 5th Avenue	Litter removal, weed & pest control, and tree trimming for May 2012	1	500.00	500.00				
W University Avenue	Litter removal, sidewalk spraying, and weed & pest control for May 2012	1	500.00	500.00				
SW 1st Avenue	Litter removal, sidewalk spraying, and weed & pest control for May 2012	1	500.00	500.00				
<b>Total</b>				\$1,500.00				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>Phone #</b></td> </tr> <tr> <td style="padding: 2px;">352-555-5555</td> </tr> </table>					<b>Phone #</b>	352-555-5555		
<b>Phone #</b>								
352-555-5555								

# Invoice

**PROJECT NAME:**

## PART 9 – NO BID SURVEY

### GENERAL GOVERNMENT PROCUREMENT DIVISION SURVEY BID INFORMATION

INVITATION TO BID #: PWDA-210056-MS

DUE DATE: August 31, 2021  
@ 3:00 p.m., local time

BID TITLE: Exterior Maintenance Services Downtown Gainesville

#### IF YOU DO NOT BID

Please check the appropriate or explain:

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

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Are you a small business? ☐ YES ☐ NO

Are you a service-disabled veteran business? ☐ YES ☐ NO

*If you choose to not bid, complete this form, and either upload it into DemandStar.com or email to the procurement specialist.*