



Issue Date: January 24, 2011

No Pre-Bid Conference will be held.

Bid Due Date: February 15, 2011 @ 3:00 p.m.

INVITATION TO BID

BID NO. RTSX-110024-DS

PEST CONTROL SERVICES FOR THE REGIONAL TRANSIT SYSTEM (RTS) FACILITIES, GROUNDS AND TRANSIT BUSES

Purchasing Representative:

Daphyne SESCO, Buyer II

Purchasing Division

Phone: (352) 334-5021

Fax: (352) 334-3163

Email: sescoda@cityofgainesville.com

City of Gainesville

P.O. Box 490 MS #32 -- Gainesville, Florida 32602

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

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INVITATION TO BID SUBMISSION CHECKLIST

Documents to be completed and returned as part of the bid proposal package. This Submission Checklist has been provided to assist the bidder with the submission of their proposal. This checklist cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire bid document to insure that they are in compliance.

	<u>REQUIRED</u>	<u>INCLUDED</u>
Proposal Vendor information (name, address, phone, etc.)	<u>X</u>	<u> </u>
Bid Prices	<u>X</u>	<u> </u>
Vendor compliance signature	<u>X</u>	<u> </u>
Addendum certification (if any)	<u>X</u>	<u> </u>
References	<u>X</u>	<u> </u>
Certified Pest Control Operator(s) Certifications	<u>X</u>	<u> </u>
Copies of Business Licenses/Permits (min. of five years)	<u>X</u>	<u> </u>
Subcontractor/Subconsultant List	<u>X</u>	<u> </u>
Contractor Responsibility Certification	<u>X</u>	<u> </u>
 <u>EXHIBITS</u>		
A-Drug Free Workplace	<u>X</u>	<u> </u>
B-Affidavit of Non-Collusion	<u>X</u>	<u> </u>

Additional Information for your consideration:

Business Tax

If your business is located within the corporate city limits of Gainesville, you are required to pay for, and keep current, a business tax receipt. For more information contact Billing & Collection, 334-5024.

Home Occupation Permit

If your home is located within the corporate city limits of Gainesville, and you run your business from your home, you are required to pay for, and keep current, a Home Occupation Permit. For more information contact Billing & Collection, 334-5024.

Building Inspections Department Registration

If a permit is required for any or all of the work being performed, you must be registered with the City of Gainesville Building Inspection Department. For more information contact Building Inspections, 334-5050.

License or Certification

Landscape Installation - you must be a Certified Landscape Contractor or equivalent*. Proof of such certification should be attached and returned with the bid form and other pertinent bid information. For more information contact Purchasing, 334-5021

* Equivalent may include references of companies or individuals for which you have performed landscape installation from a set of Landscape Plans as required with this bid.

Concrete and Sidewalk - you must be a properly state licensed contractor and registered with the City of Gainesville Building Inspections Department. A copy of the license and registration should be attached and returned with the bid form. For more information contact Building Inspections, 334-5050.

Demolition - you must have a current State of Florida contractor's license and must be registered with the City of Gainesville Building Inspection Department. Proof of such license and registration should be attached and returned with the bid form. For more information contact Building Inspections, 334-5050.

**CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING
INVITATION TO BID**

DATE: January 24, 2011

BID #: RTSX-100024-DS

BID NAME: Pest Control Services for the Regional
Transit System (RTS) Facilities, Grounds
and Transit Buses

BID DATE: February 15, 2011
@ 3:00 p.m. (local time)

Sealed bids will be received by the City of Gainesville, Florida, at General Government Purchasing until 3:00 p.m., local time, on the bid date, at which time and place all bids will be publicly opened and will be available for inspection upon notice of award or intended award or within 10 days after bid opening, whichever is earlier. If special accommodations are needed in order to attend a pre-bid conference or a bid opening, please contact the Purchasing Division at least 72 hours in advance. Bids may be mailed to General Government Purchasing, P.O. Box 490, Gainesville, Florida 32602 or delivered (NOT MAILED) to 200 East University Avenue, Room 339, Gainesville, Florida 32601 but must be in the possession of General Government Purchasing prior to bid call at 3:00 p.m. on the bid date. Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Bids must be completed and signed in ink in space[s] provided on the enclosed bid form(s) and submitted in triplicate or bid will be subject to rejection. Delivery shall be F.O.B. Gainesville, Florida. The point of delivery will be specified on the purchase order or other notification of acceptance. Please note that if bonds are required, they must be in the approved form attached to the specifications or the bid will be subject to rejection.

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

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

PROPOSAL

TO: City of Gainesville, Florida
Purchasing Division, Station 32
P.O. Box 490
Gainesville, Florida 32602-0490

PROJECT: **Pest Control Services for the Regional Transit System (RTS) Facilities, Grounds and Transit Buses**

BID #: **RTSX-110024-DS**

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

Daphyne Sesco, Buyer II

Telephone: 352-334-5021

Fax: 352-334-3163

Email: sescoda@cityofgainesville.org

Bidder Legal Name: _____

Bidder Alias/DBA: _____

Bidder's
Address _____

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

Name: _____

Telephone Number _____

Date: _____

Fax Number _____

Email address _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

BID SPECIFICATIONS

1. DEFINITION OF TERMS

- 1.1 **Authorized Representative:** Any representative of the City, whether or not a City employee, designated as the City's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 1.2 **Bidder:** Any person, firm, corporation, organization or agency submitting a bid for the work proposed, or its duly authorized representative.
- 1.3 **City:** City of Gainesville, Florida, or an Authorized Representative.
- 1.4 **Commercially Useful Function:** Shall exist when the business responsible for execution of the work of the contract is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- 1.5 **Contract or Agreement:** The Contract executed by the City and Contractor for the performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 1.6 **Contract Price:** The total sum of moneys payable to the Contractor for completion of the Work in accordance with the Contract.
- 1.7 **Contractor:** The person, firm, corporation, organization or agency with whom the City has executed a contract for performance of the work or supply of equipment or materials, or its duly authorized representative.
- 1.8 **Control:** Means having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business. In determining whether socially and economically disadvantaged owners control a firm the City may utilize the criteria in 49 CFR Part 23 & 26, Section 26.71.
- 1.9 **Disadvantaged Business Entity (DBE):** A for-profit small business concern: (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, 51 percent of the stock of which is owned by one or more such individuals; and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 1.10 **Local business:** The vendor has a valid business tax receipt, issued by the City of Gainesville, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.
- 1.11 **Local Small Business:** A Small Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within the corporate limits of the City of Gainesville and possess a current City business tax receipt, and is so certified by the Local Small Business Program Procurement Coordinator.
- 1.12 **Material Supplier:** (also Supplier) a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.13 **Specifications:** Directions, provisions, and requirements contained in the Invitation to Bid, Instructions to Bidders, Special Provisions, General Conditions, Technical Specifications (if any), Supplementary Conditions (if any), Bid Form, Bids (if any), together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.

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

2. BIDS

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

3. SIGNING AND SUBMISSION OF BID

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

4. JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT

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

5. EVALUATION AND AWARD

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

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

6. EXAMINATION OF THE SITE – TECHNICAL QUESTIONS

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

7. EFFECT OF BID

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

8. TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they

have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida.

9. CONTACT

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

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

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Gainesville purchasing division and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

CONTRACT SPECIFICATIONS

10. CITY'S CONTRACTOR

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

11. RESPONSIBILITY OF CONTRACTOR/INDEMNIFICATION

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

12. LIABILITY INSURANCE

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

[X] Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

[X] Insurance protection for any employees engaged in hazardous work under this Contract not protected under the worker's compensation statute

[X] Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

General Liability shall include a herbicide/pesticide application endorsement.

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

[X] Automobile Liability Insurance
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

[] Pollution Liability Insurance

- 1) Contractor's Pollution Liability (or equivalent coverage) with limits of no less than \$5M for the Scope of Work being performed for the "City" must be provided, including, but not limited to, all associated waste handling, transportation, loading / unloading, storage, disposal, recycling and other tasks relating to, or otherwise necessary for the completion of the Scope of Work.
- 2) If Pollution Liability coverage is claims-made, then an extended reporting provision, or evidence of renewed coverage, for 5 years from the completion of work must be provided. If coverage is occurrence, then evidence of 2 years completed operations extension, or renewed coverage including completed operations, must be provided.
- 3) Coverage should be modified/endorsed to provide the following benefits to the "City"
 - i) primary coverage, with no contribution for other primary insurance
 - ii) **The City shall be an additional insured on such Pollution Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.**
 - iii) waiver of subrogation
- 4) No contractual liability exclusion should apply to the Scope of Work performed by, or on behalf of, the "Contractor"

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

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

13. TERM OF CONTRACT

The contract period for work under this agreement shall commence upon execution of the contract and shall end on September 30, 2011.

However, upon satisfactory and faithful performance of this contract by the Contractor, the City reserves the right, through negotiation with the Contractor, to extend the term of this contract for a 12-month period with a maximum of four (4) such extensions.

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

14. DELAY

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

15. TERMINATION

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

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

16. TERMINATION FOR CONVENIENCE

City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to

that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

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

17. CLEANUP AND FINAL PAYMENT

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

18. ASSIGNMENT OF CONTRACT

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

19. SOVEREIGN IMMUNITY

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

20. PAYMENT

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

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

21. PROMPT PAYMENT ASSURANCE

LATE PAYMENTS BY CONTRACTORS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS PENALTY

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

22. CLAIM FOR EXTRA PAYMENT OR CHANGE ORDER

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

23. RECORDS/AUDITS

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

24. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific

Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

25. **RIGHTS OF APPEAL**

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

26. **PERMITS AND LICENSES**

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

27. **COLLUSION**

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

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

PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

ADDENDA

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

TAXES

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

BID PRICES

SERVICE	TERM	BID PRICE Initial Period (Award – 9/30/2011)	BID PRICE Extension Year 1** (10/1/2011 – 9/30/2012)	BID PRICE Extension Year 2** (10/1/2012 – 9/30/2013)	BID PRICE Extension Year 3** (10/1/2013 – 9/30/2014)	BID PRICE Extension Year 4** (10/1/2014 – 9/30/2015)
INDIVIDUAL PRICING						
TRANSIT BUS	EACH	\$	\$	\$	\$	\$
BUS GARAGE (Spider Control)	QUARTERLY	\$	\$	\$	\$	\$
TURF TREATMENT – 100 SE 10 TH AVENUE RTS MAIN OPERATIONS CAMPUS	CYCLE *	\$	\$	\$	\$	\$
TURF TREATMENT – 99 SE 10 TH AVENUE RTS EMPLOYEE PARKING LOT	CYCLE *	\$	\$	\$	\$	\$
TURF TREATMENT – 700 SE 3 RD STREET DOWNTOWN TRANSFER STATION	CYCLE *	\$	\$	\$	\$	\$
TERMITE TREATMENTS – 100 SE 10 th AVENUE RTS MAIN OPERATIONS CAMPUS	ONCE PER YEAR	\$	\$	\$	\$	\$
TERMITE TREATMENTS – 700 SE 3 RD AVENUE DOWNTOWN TRANSFER STATION	ONCE PER YEAR	\$	\$	\$	\$	\$
ANNUAL PRICING						
105 EACH TRANSIT BUSES (estimated)	ONE YEAR	\$	\$	\$	\$	\$
BUS GARAGE (Spider Control)	QUARTERLY	\$	\$	\$	\$	\$
TURF TREATMENT – 100 SE 10 TH AVENUE RTS MAIN OPERATIONS CAMPUS	ONE YEAR	\$	\$	\$	\$	\$
TURF TREATMENT – 99 SE 10 TH AVENUE RTS EMPLOYEE PARKING LOT	ONE YEAR	\$	\$	\$	\$	\$
TURF TREATMENT – 700 SE 3 RD STREET DOWNTOWN TRANSFER STATION	ONE YEAR	\$	\$	\$	\$	\$
TERMITE TREATMENTS – 100 SE 10 th AVENUE RTS MAIN OPERATIONS CAMPUS	ONE YEAR	\$	\$	\$	\$	\$
TERMITE TREATMENTS – 700 SE 3 RD AVENUE DOWNTOWN TRANSFER STATION	ONE YEAR	\$	\$	\$	\$	\$
* As determined in Technical Specifications 3.C				** Optional Extension Years		

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

SIGNATURE ACKNOWLEDGES THAT: (Check)

☐ Bid is in full compliance with the Specifications.

☐ Bid is in full compliance with the Specifications except as specifically stated and attached hereto.

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

CORPORATE SEAL (If corp.)

ATTEST/WITNESS:

BIDDER:

Signature

Signature

By _____

By _____

Title: _____

Title: _____

TECHNICAL SPECIFICATIONS

1. SCOPE

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

2. DETAILED DESCRIPTION OF THE WORK

- 2.1 Contractor will provide labor, materials, services, skills, supervision, and necessary tools and equipment to ensure that RTS's Transit Facilities, Transit Buses and Bus Garage are free of pests, and the turf and ornamental shrubs on the grounds free of disease and damaging insects. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents and will have been providing like services for a period of at least five (5) years. Contractor hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Contractor shall keep the property free and clear at all times of excess materials, debris and equipment. Contractor shall provide the following services within the boundaries of each facility:

- A. Integrated Pest Management (IPM) methods should be used to the extent possible to remove and exterminate insects, and other pests.

- B. Pests covered for prevention and/or elimination shall include, but not be limited to: roaches, silverfish, spiders, chinch bugs, mole crickets and all other common insects.

C. Bus Requirements:

Contractor will visit 100 SE 10 Avenue, Gainesville Florida 32601 to inspect, maintain, and provide Pest Control services targeting roaches and silverfish on a fleet of one hundred five (105) Transit Buses. The City reserves the right to add or delete Transit Buses as required during the term of the contract. Desired areas of treatment for Transit Buses are to include but not be limited to the following:

- Entire bus interior to include floors, compartments, drivers area
- Accessible structural voids
- Trash can storage area
- Bus Parking Area Perimeters (as required)

D. Garage Requirements:

Contractor will visit 100 SE 10 Avenue, Gainesville Florida 32601 to inspect, maintain, and provide Pest Control services targeting spiders and their webbing in the Bus Garage. Desired areas of treatment for the Bus Garage are to include but not limited to the following:

- Common Areas, entrance ways, hallways
- Interior walls of Garage
- Maintenance Areas
- Accessible structural voids

E. Turf Treatments:

Contractor will visit each of the following properties to inspect, maintain, and/or service the turf:

100 SE 10th Avenue, Gainesville FL 32601
99 SE 10th Avenue, Gainesville FL 32601
700 SE 3rd Street, Gainesville FL 32601

RTS Main Operations Campus - 5,765 sq ft
RTS Employee Parking Lot - 13,752 sq ft
Downtown Transfer Station - 11,794 sq ft

Desired areas of treatment for turf are to include but not be limited to the following:

- Grounds, parking areas, swales and lawn areas.

F. Ornamental Shrub Treatments:

Contractor will visit each of the following properties to inspect, maintain, and/or service of the ornamental shrubs:

100 SE 10th Avenue, Gainesville FL 32601
99 SE 10th Avenue, Gainesville FL 32601
700 SE 3rd Street, Gainesville FL 32601

RTS Main Operations Campus
RTS Employee Parking Lot
Downtown Transfer Station

3. SCHEDULE OF SERVICES TO BE PROVIDED

A. Buses:

- The servicing of Transit Buses shall be completed on a monthly cycle and only take place on Sunday's starting at 7:00 am. The service dates will be determined by the RTS Management and the successful bidder.
- Re-treatments will take place during normal business hours (8:00 am - 5:00 pm Monday-Friday) as coordinated with the RTS Management and/or designee.

B. Garage:

- The servicing of the Garage shall be completed on a quarterly basis and shall take place during normal business hours (8:00 am - 5:00 pm Monday-Friday) as coordinated with the RTS Management and/or designee. The service dates will be determined by the RTS Management and the successful bidder.

C. Turf Treatments:

- The turf treatments shall be completed in six (6) cycles and shall take place during normal business hours (8:00 am - 5:00 pm Monday-Friday) as coordinated with the RTS Management and/or designee. The service dates will be determined by the RTS Management and the successful bidder.

Turf treatments are to be applied monthly within six separate cycles:

- a. In December and January, the treatment consists of a "winterizer" fertilizer, and a pre-emergent weed control.
- b. In February and March, a balanced, slow-release fertilizer with broadleaf weed control.
- c. In April and May, a premium fertilizer combined with a residual insecticide.
- d. In June and July, a residual insecticide combined with a micro-nutrient fertilizer.
- e. In August and September, a premium fertilizer combined with a residual insecticide is applied.
- f. In October and November, herbicide is applied to control broadleaf weeds, and insecticide may be applied if there is insect activity.

D. Ornamental Shrubs:

- The shrub treatments shall be completed in six (6) cycles and shall take place during normal business hours (8:00 am - 5:00 pm Monday-Friday) as coordinated with the RTS Management and/or designee. The service dates will be determined by the RTS Management and the successful bidder.

Shrub treatments are to be applied monthly within six separate cycles:

- a. In December and January, the treatment is for the control of shrub destroying insects.
- b. In February and March, application of a slow release fertilizer.
- c. In April and May, the treatment is for the control of shrub destroying insects.
- d. In June and July, the treatment is for the control of shrub destroying insects.
- e. In August and September, the treatment is for the control of shrub destroying insects.
- f. In October and November, application of a slow release fertilizer.

E. Termite Inspection and Treatments:

- The following buildings are to be inspected and treated on an annual basis:

100 SE 10th Avenue, Gainesville FL 32601
700 SE 3rd Street, Gainesville FL 32601

RTS Main Operations (5,600 sq ft)
Downtown Transfer Station (420 sq ft)

F. Service Requirement:

- RTS staff must be present during all services to verify the work has been performed.

G. Right to Add/Delete:

- The City reserves the right to add or delete buildings, locations and/or buses from the list and to adjust the monthly charge upon mutual consent of the Contractor and the RTS Management.

4. ADDITIONAL INSPECTIONS

Additional inspections shall be made upon request to maintain quality standards. Contractor must respond to complaints from RTS within 24 hours and resolve outstanding complaints within 7 days, at no additional cost to RTS.

5. RECORD KEEPING

Record keeping will be maintained in an on-site log book which will be completed at the end of each service and will contain the following information:

- Applicators name and company
- Application site
- Purpose of application
- Name of pesticide / insecticide used
- Date and time of application
- Location of application
- Target pests
- Any precautions due to application

6. USE OF CHEMICALS

- A. All on-site pest control personnel should be trained and certified applicators.
- B. Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.
- C. The Contractor shall provide labels and material safety data sheets (MSDS) for every pesticide used on the premise. Copies will be maintained on site. All such pesticides must be approved by the RTS Management.
- D. Pesticides shall not be stored on site.

7. EQUIPMENT AND PERSONNEL

- A. Each bidder shall submit a list of equipment and personnel that will be used to provide the services required in the technical specifications of this Invitation to Bid.
- B. The Contractor shall wear a clearly marked uniform and identify to City staff their purpose for being on location upon arrival.

8. BILLING FOR SERVICES

Invoices are to be issued upon the completion of service and must be signed by the RTS Management and/or designee.

9. ADDITIONAL REQUIREMENTS

- A. Contractor must have on staff Certified Pest Control Operator(s) certified by the Florida Department of Agriculture and Consumer Services in the following categories: General Household and Rodent Control; Lawn and Ornamental Pest Control; and Termite and Other Wood-Destroying Organisms. These certifications must be maintained throughout the life of the contract. **Bidders must provide proof of these required certifications with their bid response.**
- B. All bidders must demonstrate they have provided pest control services for a minimum of five (5) years. **Include with your bid response business license or related permit(s) to document that your firm has been providing same or similar services for a minimum of five years.**

10. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

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

10.1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

10.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

10.3 ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

- 1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents,

papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

10.4 FEDERAL CHANGES

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

10.5 CIVIL RIGHTS

The following requirements apply to the underlying contract:

- (1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60

et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

10.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation for the period October 1, 2010 through September 30, 2013 is **1.87%**.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Gainesville, Florida deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Gainesville, Florida. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify City of Gainesville, Florida, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Gainesville, Florida.

10.7 ENERGY CONSERVATION

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

10.8 AMERICANS WITH DISABILITIES ACT

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

10.9 PRIVACY ACTS

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

10.10 TERMINATION

- a. **Termination for Convenience (General Provision)** The City of Gainesville, Florida may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Gainesville, Florida to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Gainesville, Florida, the Contractor will account for the same, and dispose of it in the manner the City of Gainesville, Florida directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Gainesville, Florida may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
If it is later determined by the City of Gainesville, Florida that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Gainesville, Florida, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c. **Opportunity to Cure (General Provision)** The City of Gainesville, Florida in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

- d. **Waiver of Remedies for any Breach** In the event that City of Gainesville, Florida elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Gainesville, Florida shall not limit City of Gainesville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Gainesville, Florida may terminate this contract for default. The City of Gainesville, Florida shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

10.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

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

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

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

10.12 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

SUBCONTRACTOR/SUBCONSULTANT LIST

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

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

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

Name of Bidder/Proposer: _____

Name/Title of person completing this form: _____

Signature: _____ Date: _____

COMPLETE, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE.

CONTRACTOR RESPONSIBILITY CERTIFICATION

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

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

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

Name of Bidder: _____

Name/Title of person completing this form: _____

Signature: _____

Date: _____

If a bidder fails to provide the Contractor Responsibility Certification, then the bidder's response shall be considered "non-responsive". If a bidder fails to provide other information or documentation required by the City of Gainesville, the bidder may be disqualified from being awarded the contract.

COMPLETE, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE.

BUSINESS REFERENCES

BIDDER NAME: _____

Provide the following business reference information for three clients that a same or similar project has been provided within the past five years. You may include photos or other pertinent information.

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

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address (if available): _____

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

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address (if available): _____

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

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address (if available): _____

COMPLETE, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE.

EXHIBITS

DRUG FREE WORKPLACE FORM

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

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

COMPLETE, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE.

CITY OF GAINESVILLE**AFFIDAVIT OF NON-COLLUSION**

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

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

Signed:_____

Firm Name:_____

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

Notary Public

My Commission expires _____, 20_____.

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

COMPLETE, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE.

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

BID #: **RTSX-110024-DS**

DUE DATE: **February 15, 2011**

SEALED BID ON: **Pest Control Services for the Regional Transit System (RTS)
Facilities, Grounds and Transit Buses**

IF YOU DO NOT BID

Please check the appropriate or explain:

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

Company: _____

Address: _____