



RTSX-260053-DS

CONSTRUCTION MANAGER SERVICES FOR BUS STOP IMPROVEMENTS  
PROJECT (REBID)

RELEASE DATE: June 18, 2026

RESPONSE DEADLINE: July 30, 2026, 3:00 pm

Please refer to the project timeline in this document for all important deadlines.

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### Attachments:

- A - BSI 2627\_Pkgs 1-5
- B - BSI 2627\_Pkgs 6-10
- C - City of Gainesville Engineering & Design Construction Manual 2022
- D - FDOT Accessing Transit---Design Handbook for Florida Bus Passenger Facilities Version IV, 2023
- E - Draft Contract
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## 1. INTRODUCTION

### 1.1. Summary

The City of Gainesville is implementing Phase 2 of the RTS Bus Stop Improvements Program, funded with Federal Transit Administration (FTA) dollars. Phase 2 includes **plan packages 1-5** with improvements at **95 bus stops**, with a total construction budget of **\$1,050,204.58**. Phase 3 includes **plan packages 6-10** with improvements at **83 bus stops**, and is funded at **\$851,344.45** and will follow a similar structure. *Phase 3 is contingent upon availability of additional FTA funds received within four months from execution of the construction contract.*

The City seeks a Construction Manager (CM) to provide oversight, inspection, ADA compliance review, permitting coordination, documentation management, and closeout support for all construction activities performed by the construction contractor.

**NOTICE: Bidders are to submit firm pricing separately for each phase of this project. The entire combined budget for Construction Manager Services for both phases is limited to \$190,154.90. Submittals exceeding this amount will not be evaluated or considered for award.**

### 1.2. Background

Gainesville is the largest city and also the county seat of Alachua County. It serves as the cultural, educational and commercial center for the north central Florida region.

The city provides a full range of municipal services, including police and fire protection; comprehensive land use planning and zoning services; code enforcement and neighborhood improvement; streets and drainage construction and maintenance; traffic engineering services; refuse and recycling services through a franchised operator; recreation and parks; cultural and nature services; and necessary administrative services to support these activities. Additionally, the city owns a [regional transit system](#), a [municipal airport](#), a 72-par championship golf course and a [utility](#).

Gainesville is home to Florida's largest and oldest university, and is one of the State's centers for education, medicine, cultural events and athletics. The University of Florida and UF Health Hospital at UF are the leading employers in Gainesville and provide jobs for many residents of surrounding counties. Known for its preservation of historic buildings and the beauty of its natural surroundings, Gainesville's numerous parks, museums and lakes provide entertainment to thousands of visitors. Because of its beautiful landscape and urban "forest," Gainesville is one of the most attractive cities in Florida.

### 1.3. Procurement Representative

Daphyne Sesco  
Procurement Specialist 3  
[sescoda@cityofgainesville.org](mailto:sescoda@cityofgainesville.org)

Respondents shall submit all inquiries regarding this bid via the City of Gainesville Procurement Portal, located at <https://procurement.opengov.com/portal/cityofgainesville>

Please note the deadline for submitting inquiries. All answers to inquiries will be posted via Addendum on the City of Gainesville Procurement Portal. Respondents shall click “Follow” on this bid to receive an email notification when Addenda are posted. It is the responsibility of the respondent to check the website for answers to inquiries.

#### 1.4. Timeline

RFP Available for Distribution:	June 18, 2026
Deadline for Receipt of Questions:	July 6, 2026, 11:59pm
Response Submission Deadline:	July 30, 2026, 3:00pm
Oral Presentations, if needed:	August 18, 2026

## 2. DEFINITION OF TERMS

### 2.1. DEFINITION OF TERMS

- A. Addendum/Addenda: Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.
- B. Agreement: A written Contract between two or more Parties. “Contract” and “Agreement” are synonymous.
- C. Bid: The written response to a Solicitation.
- D. CITY: City of Gainesville
- E. Cone of Silence: The period between the issue date of the solicitation and the time CITY Officials and Employees award the contract.
- F. Due Date: The date the response is due.
- G. Lobbying: 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.
- H. Non-Responsive: A response that does not meet the material requirements of the solicitation.
- I. Redacted: means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
- J. Respondent: An individual or business entity that submits a response to a Solicitation.
- K. Response: A written document submitted by a Respondent in reply to Solicitation.
- L. Responsive: A response that conforms in all material respects to the requirements set forth in the Solicitation.
- M. Solicitation: A written document issued by an agency to obtain information or pricing for goods and/or services. May also be referred to as an Invitation to Bid (ITB), Request for Proposal (RFP), Request for Quotation Quote), Invitation to Negotiate (ITN) or Request for Statement of Qualifications (RFSQ).
- N. Work: Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.
- O. 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.

### 3. SCOPE OF WORK/SPECIFICATIONS

#### 3.1. MINIMUM QUALIFICATIONS

- The proposed Construction Manager must have a bachelor's degree in construction management, engineering, or a related field
- The proposed Construction Manager must be licensed as a Professional Engineer, Architect, or Certified Contractor, in the State of Florida
- The proposed Construction Manager must have at least 5 years' extensive experience in construction management, particularly on projects of similar scope

#### 3.2. SCOPE OF WORK

##### 1. Project Overview

The City of Gainesville is implementing Phase 2 of the RTS Bus Stop Improvements Program, funded with Federal Transit Administration (FTA) dollars. Phase 2 includes **plan packages 1-5** with improvements at **95 bus stops**, with a total construction budget of **\$1,050,204.58**. Phase 3 includes **plan packages 6-10** with improvements at **83 bus stops**, and is funded at **\$851,344.45** and will follow a similar structure. *Phase 3 is contingent upon availability of additional FTA funds received within four months from execution of the construction contract.*

The City seeks a Construction Manager (CM) to provide oversight, inspection, ADA compliance review, permitting coordination, documentation management, and closeout support for all construction activities performed by the construction contractor.

The following project information is available from Downloads/Attachments:

- BSI 2627\_Pkgs 1-5.pdf
- BSI 2627\_Pkgs 6-10.pdf
- BSI 2627\_Bus Stop Improvements List.xlsx

The CM will ensure that work complies with:

- City of Gainesville Engineering & Design Construction Manual (2022) - *available from Downloads/Attachments tab*
- FDOT Accessing Transit Design Handbook (2023) - *available from Downloads/Attachments tab*
- FDOT Standard Plans (2025–2026) can be accessed via this link:  
<https://www.fdot.gov/design/standardplans/2026/standard-plans-fy-2025-26>
- Applicable ADA standards
- FTA documentation and reporting requirements

**NOTICE: Bidders are to submit firm pricing separately for each phase of this project (use included Price Proposal form). The entire combined budget for Construction Manager Services for both phases is limited to \$190,154.90. Submittals exceeding this amount will not be evaluated or considered for award.**

## **2. Scope of Work**

### **2.1 Pre-Construction Services**

The CM shall perform the following activities prior to the start of construction:

- Review all issued-for-construction plans, including site plans C1.00–C1.13, general notes, demolition notes, and ADA-related details.
- Identify constructability issues, conflicts with utilities, right-of-way constraints, and ADA slope feasibility.
- Coordinate and attend kickoff meetings with the City, Engineer of Record (EOR), utility providers, and the construction contractor.
- Support the City in developing a construction sequencing plan for multiple distributed sites.
- Assist with permitting coordination across City, County, and State road jurisdictions, including MOT approvals where required.
- Review contractor submittals related to concrete mixes, detectable warnings, MOT plans, erosion control, and other items referenced in the plan set.

### **2.2 Construction Phase Services**

The CM shall provide ongoing field and administrative support throughout construction, including:

#### **A. Field Inspections & Monitoring**

- Perform on-site inspections at a frequency agreed upon with the City, based on contractor progress and FTA documentation needs.
- Verify compliance with ADA requirements, including:
  - B&A pad slopes (1.50% target, 2.00% max)
  - Sidewalk cross slopes ( $\leq 2.0\%$ ) and running slopes ( $\leq 5.0\%$ )
  - Landing slopes (1.50% target, 2.00% max)
- Confirm compliance with general construction notes, including:
  - Concrete thickness (4" sidewalk, 6" B&A pads)
  - Subgrade compaction (95% Modified Proctor)
  - Expansion and control joint placement

- Sawcutting at existing joints
- Positive drainage requirements
- Monitor contractor adherence to MOT requirements per FDOT Standard Plans Section 102.
- Verify that erosion and sediment control devices are installed, maintained, and inspected per FDOT and BMP requirements.
- Confirm that disturbed areas are restored and sodded per project notes.

#### **B. Utility & Right-of-Way Coordination**

- Coordinate with utility providers for conflicts involving poles, guy wires, hydrants, valves, and overhead lines noted throughout the plan sheets.
- Verify right-of-way limits and ensure all work remains within approved boundaries.
- Support the City in resolving conflicts requiring redesign or field adjustments.

#### **C. Issue Resolution**

- Coordinate responses to RFIs and field questions.
- Facilitate communication between the contractor, EOR, and City staff.
- Document and track field changes, unforeseen conditions, and required approvals.

#### **D. Schedule & Progress Tracking**

- Track contractor progress across all active sites.
- Maintain a consolidated schedule showing planned vs. actual progress.
- Monitor quantities installed for each improvement type.

### **2.3 Compliance, Documentation & Reporting**

Because the project is funded with FTA dollars, the CM shall:

- Maintain all required FTA documentation, including daily logs, inspection reports, photos, and material verification.
- Prepare and submit **monthly progress reports** summarizing:
  - Work completed by location
  - Schedule status
  - Issues and risks



- Utility coordination
- ADA compliance findings
- Erosion control inspections
- Maintain a running log of all site-specific issues, resolutions, and approvals.
- Ensure documentation is audit-ready and compliant with FTA requirements for capital projects.

## **2.4 Final Inspections & Closeout**

The CM shall support the City in completing all closeout activities, including:

- Coordinate final inspections with the applicable jurisdiction (City, County, State).
- Verify punch list completion for each site.
- Confirm ADA compliance of all constructed elements.
- Ensure all disturbed areas are restored and sodded.
- Collect and organize closeout documentation, including:
  - As-built information
  - Material certifications
  - Final inspection reports
  - FTA documentation
- Prepare a final program-level closeout summary for Phase 2 (and Phase 3 when applicable).

## **3. Program Level Management (Phase 2 & Phase 3)**

Given the distributed nature of the work (250+ stops across 10 plan packages), the CM shall:

- Maintain a master tracking system for all stops, including status, issues, and jurisdictional requirements.
- Provide recommendations to optimize sequencing and minimize disruptions to transit operations.
- Support the City in lessons-learned documentation to refine Phase 3 delivery.
- Assist with coordination between overlapping packages or concurrent contractors if applicable.

## **4. Assumptions & Clarifications**

- The CM is not responsible for performing construction work.
- The CM will not redesign improvements but will identify issues requiring EOR review.

- The CM will coordinate with the City for any required easements or property access.
- The CM will provide staffing levels appropriate to the distributed nature of the work.
- All services shall comply with FTA procurement and documentation requirements.

**The following Q&A is from the rejected bid (ITB #RTSX-260041-DS) is applicable to this rebid:**

Question 1: Is the CM expected to prepare any permit applications or only coordinate and track them?

Answer 1: Coordinate and track them.

Question 2: Does the City prefer the CM to use the City's project management/document systems or is it open to Procore?

Answer 2: CM can use their project management/document systems but should be compatible with City's system in terms of having same level of information.

Question 3: How and when will Phase 3 be authorized if FTA funding is secured?

Answer 3: FTA funding is secured but execution of the grant is still unknown and may take some time. Potential bidders can assume funding to be available 30 days before phase 2 is completed.

Question 4: Are there any maximum allowable durations for stop closures or lane closures, and any special constraints near UF or major corridors?

Answer 4: Construction vendor will have to contact the road owner (UF, City, County or State) to discuss this.

Question 5: Does the City expect full time, part time, or milestone-based field presence?

Answer 5: It does not need to be full time but presence before, during and after construction to verify construction vendor work and compliance.

## 4. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

### 4.1. Federal Transit Administration (FTA) Notice

**Statement of Financial Assistance:** This purchase or contract is funded in whole or in part by the U.S. Department of Transportation, Federal Transit Administration. The following requirements are applicable for this purchase or contract:

**NOTE: Changes to FTA language are not allowed. Additionally, in the event of conflicting language between FTA clauses and City clauses, the most restrictive takes precedence.**

### 4.2. No Federal Government Obligation to Third Parties

The City of Gainesville, hereafter "City" 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 4.3. Program Fraud and False or Fraudulent Statements and Related Acts

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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

### 4.4. Access to Records and Reports

- A. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-contracts, leases, subcontracts, arrangements, other third party contracts of any type, and supporting materials related to those records.
- B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- D. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## 4.5. 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.

## 4.6. Civil Right Laws and Regulations

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

The following Federal Civil Rights laws and regulations apply to all contracts.

- A. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - 1. **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis

of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

2. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

- B. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- D. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The City is an Equal Opportunity Employer. As such, City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- A. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- B. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.
- C. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.
- D. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- E. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## 4.7. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

- A.** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 4.8. Disadvantaged Business Enterprise (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The Contractor or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 the City deems appropriate, which may include, but is not limited to:

- A. Withholding monthly progress payments;
- B. Assessing sanctions;
- C. Liquidated damages; and/or
- D. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).



## 4.9. 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 (42 U.S.C. § 6201).

## 4.10. Americans with Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## 4.11. Privacy Acts

- A. 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.
- B. 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.

## 4.12. Safe Operation of Motor Vehicles

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and

driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

#### 4.13. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

***The following conditional requirements may apply based upon value and/or item/service:***

#### 4.14. Termination

*If this solicitation or contract is valued in excess of \$10,000.*

*The following is the City's language from the Draft Contract.*

- A. For Cause. Either City's or Contractor's failure to comply with their respective obligations contained in this Contract will be a material breach of this Contract ("Default"). The non-defaulting party shall provide written notice of Default to the defaulting party ("Notice of Default"). The defaulting party will have thirty (30) calendar days from the effective date of the Notice of Default, as determined by the "Notices" section of this Contract, to cure such Default ("Initial Cure Period"). In the event the nature of the Default is such that it cannot reasonably be cured within such Initial Cure Period, then the cure period will be extended in writing, so long as the defaulting party has commenced to cure such Default within said Initial Cure Period and the defaulting party diligently undertakes and pursues such cure to completion ("Extended Cure Period"). The defaulting party must provide the non-defaulting party with documentation evidencing that the defaulting party is diligently undertaking and pursuing such cure to completion. The foregoing notwithstanding, all monetary Defaults will be deemed capable of cure within thirty (30) calendar days. During the Initial Cure Period or any Extended Cure Period where the Contractor is the defaulting party, the City may suspend any payment otherwise payable pursuant to this Contract until the Default has been cured. Upon the defaulting party's failure to cure such Default within the Initial Cure Period or any Extended Cure Period, as applicable, the non-defaulting party may choose to immediately terminate this Contract in writing and without prejudice to any other rights or remedies the non-defaulting party may have pursuant to law or equity. The non-breaching party may pursue all remedies available at law. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the

Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

- B. Without Cause. Either party may terminate this Contract without cause upon thirty (30) calendar days' written notice to the other party. In the event of such termination, the City will compensate Contractor for any services rendered through the effective date of the termination. Contractor will not be entitled to overhead and profit for the unperformed portion of the Contract.

## 4.15. Debarment and Suspension

*If this solicitation or contract is valued at \$25,000 or more*

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- A. Complies with federal debarment and suspension requirements; and
- B. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

## 4.16. Violation and Breach of Contract

*If this solicitation or contract exceeds \$150,000*

### **Rights and Remedies of the City**

City shall have the following rights in the event that City deems the Contractor guilty of a breach of any term under the Contract.

- A. The right to take over and complete the work or any part thereof as City for and at the expense of the Contractor, either directly or through other contractors;
- B. The right to cancel this contract as to any or all of the work yet to be performed;
- C. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- D. The right to money damages.

For purposes of this Contract, breach shall include:

### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this contract, which may be committed by City, the Contractor expressly agrees that no default, act or omission of City shall constitute a material breach of this contract, entitling Contractor to cancel or rescind the contract (unless City directs Contractor to do so) or to suspend or abandon performance.

### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before City takes action contemplated herein, City will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### **Disputes**

Disputes arising in the performance of this contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

### **Performance during Dispute**

Unless otherwise directed by City's authorized representative, Contractor shall continue performance under this contract while matters in dispute are being resolved.

### **Claims for Damages**

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### **Remedies**

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

### **Rights and Remedies**

Duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty

afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### 4.17. Restrictions On Lobbying

*If this solicitation or contract is for \$100,000 or more*

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352(b)(5). Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352(b)(5). Such disclosures are forwarded from tier to tier up to the City.

#### 4.18. Clean Air Act and Federal Water Pollution Control Act

*If this solicitation or contract exceeds \$150,000 in any year*

##### Clean Air Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to City and understands and agrees that City, in turn, report each violation as required to assure notification to City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

##### Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### 4.19. E-Verify Requirement

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 state 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.

#### 4.20. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

#### 4.21. Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which City is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- C. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause

that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## 4.22. Prohibition On Certain Telecommunications and Video Surveillance Services Or Equipment

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - 1) Procure or obtain covered telecommunications equipment or services;
  - 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
  - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
  - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

## 4.23. Changes to Federal Requirements

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient’s Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

#### 4.24. Federal Tax Liability and Recent Felony Convictions

A. The contractor certifies that it:

1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

B. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

#### 4.25. Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

#### 4.26. Solid Wastes

(a) A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.



## 4.27. Trafficking in Persons

Contractor agrees that it and its employees that participate in the contract, may not: engage in severe forms of trafficking in persons during the period of time the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect, or use forced labor in the performance of the contract or subcontracts thereunder. Contractor will inform Agency immediately of any information it receives from any source alleging a violation of the prohibitions listed in section.

## 5. TERMS AND CONDITIONS OF SOLICITATION

### 5.1. DISTRIBUTION OF INFORMATION

Respondents must submit all inquiries regarding this bid via the City Procurement Portal ("eProcurement Portal") at <https://procurement.opengov.com/portal/CityofGainesville>. Please note the deadline for submitting questions. All answers to questions will be posted in the eProcurement Portal. To receive notifications when answers are posted, respondents should select "Follow" on the bid title. It is the respondent's responsibility to monitor the website for answers to inquiries.

### 5.2. PRE-SOLICITATION MEETING

Attendance at the pre-solicitation meeting is strongly recommended as it provides an opportunity to discuss the project's scope of work, procedures, and specifications directly with the Project Manager. This meeting is the only time during the bid process when bidders can ask questions directly.

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

NOTE: Failure of bidder to attend a mandatory pre-solicitation meeting will result in disqualification of a submitted response.

### 5.3. PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all respondents, 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 respondent 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 proposer 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 respondent and the CITY outside these parameters may be grounds for disqualifying the offending respondent from consideration for award of the proposal and/or any future proposal.

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 the CITY officials and employees, except as authorized by procurement documents.

### 5.4. CONE OF SILENCE

During the Cone of Silence, except as pursuant to an authorized appeal, no person may lobby on behalf of a competing party in a particular procurement process, no person may lobby CITY officials or employees except the Procurement Division designated staff. 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 solicitation and the time the CITY Officials and Employees award the contract.

### 5.5. DETERMINATION OF RESPONSIBLE BIDDER

As a part of the proposal evaluation process, the 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 proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any respondent who is in arrears to the CITY for any debt, fee, tax, or contract, or who is a defaulter as surety or in any other capacity, upon any obligation to the City. Additionally, any respondent determined to be not responsible by the CITY pursuant to Pro-01 Procurement Administrative Guidelines, C.2.ii., will not be awarded a contract.

Respondent must demonstrate that it is responsible as defined in the City of Gainesville's Pro-01 Procurement Administrative Guidelines, C.2.ii., as may be amended.

These criteria assess the respondent'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.

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

If selected, respondent must either update or complete CITY's vendor application, pay business tax (if applicable), and register with the State of Florida (if required by law).

## 5.6. RESPONSIVENESS OF BID

A responsive proposal is one which follows the requirements of the solicitation, includes all required documentation, is submitted in the format outlined in the solicitation, is of timely submission through the eProcurement Portal, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (Pro-01 Procurement Administrative Guidelines , C.2.i.)

Each proposal shall be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation.

## 5.7. EXAMINATION OF SOLICITATION DOCUMENTS - FULLY INFORMED RESPONDENT

- A. Prior to responding to the Solicitation, Respondents are responsible for the following: (1) examining the Solicitation thoroughly, (2) considering federal, state and local laws and regulations that may impact or affect cost, progress, performance or furnishing of the Work, (3) studying and carefully correlating Respondent's observations with the Solicitation, and (4) notifying the Procurement Representative of all conflicts, errors or discrepancies in the Solicitation.
- B. Respondents are expected to become fully informed as to the requirements of the Specifications and failure to do so will be at their own risk. Respondents cannot expect to secure relief on the plea of error.
- C. A Respondent who is aggrieved in connection with the specifications of this Solicitation may protest in writing to City of Gainesville Procurement at least within five (5) work days of the solicitation posting date.

## 5.8. PROPOSAL SUBMISSION INSTRUCTIONS

The bid response, containing all required documents, with authorized signatures, must be submitted in OpenGov by 3:00 p.m. on the due date indicated on the Solicitation Cover Page. OpenGov will reject late proposals, and the City will not accept proposals submitted in any other manner than through OpenGov.

Both the response and the price proposal, if required to be submitted as a separate document, 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 proposal, 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 respondent will be considered by the City as constituting an offer by the respondent to perform the required services at the stated fees.

## 5.9. INTERPRETATION AND ADDENDA

All questions about the meaning or intent of this Solicitation are to be directed to the Procurement Representative via the CITY's eProcurement Portal, <https://procurement.opengov.com/portal/cityofgainesville>, unless stated otherwise. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda posted on the City's eProcurement Portal.

Respondents must create an account on the City's eProcurement Portal to receive notifications. Registered Respondents will be notified of all Addenda posted in the City's eProcurement Portal.

Only questions answered by formal written Addenda will be binding.

- A. Addenda may also be issued to modify the Solicitation as deemed advisable by the Procurement Representative.
- B. Addenda issued before the Solicitation due date and time are considered binding and treated as if they were originally written into the Solicitation. It is the responsibility of the Respondents to ensure they have received, signed, and included all addenda(s) with their submittals.

## 5.10. EXCEPTION TO THE SOLICITATION

Respondents may take exception to any of the terms of this Solicitation unless otherwise stated. Should a respondent take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions. The proposals will be evaluated based on the proposals as submitted. The CITY retains the right to accept or reject the exceptions. Where exceptions are rejected, the CITY may request that the respondent furnish the services or goods described herein, or negotiate an acceptable alternative.

## 5.11. MODIFICATION OR WITHDRAWAL OF A RESPONSE

Modifications to or withdrawal of a respondent's submittal can be made until the Response Submission Deadline (See Section 1.4 – Deadline). Modifications or withdrawals must be documented in the City eProcurement Portal <https://procurement.opengov.com/portal/cityofgainesville> prior to the Response Submission Deadline (See Section 1.4 – Deadline) 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.

## 5.12. COLLUSION

Only one (1) response from any individual, firm, corporation, organization or agency under the same or different name will be considered as a response to this Solicitation. Multiple responses from any individual, firm, corporation, organization or agency under the same or different name may result in rejection of all responses from the Respondent.

- A. Respondent, by signing the Respondent's Verification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- B. By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any CITY officer or employee to secure favorable treatment with respect to being awarded this Contract.

## 5.13. TRADE SECRETS OR CONFIDENTIAL AND EXEMPT INFORMATION

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:

### A. Identifying Trade Secret or Otherwise Confidential and Exempt Information.

For any records or portions thereof that respondent claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, respondent shall:

1. Upload a pdf version reply 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 respondent 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. The City's evaluators will be provided with the complete unredacted 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.

3. Upload a pdf version reply 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.
4. Provide an affidavit or similar type of evidence that describes and supports the basis for Respondent’s claim that the information is confidential and exempt from public disclosure, referencing all applicable Florida Statutes

**B. Request for Trade Secret or Otherwise Confidential and Exempt Information.**

1. In the event a public record request is made to view the information which respondent claims is confidential and/or exempt, the City will notify the respondent and give the respondent 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.
2. In the event that the City in its sole discretion finds no basis for respondent’s claim that certain information is Trade Secret or otherwise confidential and exempt under Florida’s Public Records Law, then City shall notify respondent in writing of such conclusion and provide respondent 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 respondent fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
3. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by respondent as Trade Secret or otherwise as confidential and exempt, CITY shall notify respondent and respondent shall intervene in the lawsuit to defend the nondisclosure of such information under Florida’s Public Records Law.
4. Respondent 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 respondent’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.

**C. How to Designate Trade Secret or Otherwise Confidential and Exempt Information**

If a respondent believes that its reply 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 respondent must provide a redacted copy of the proposal for public access.

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

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 respondent at the conclusion of the bidding process.

## **5.14. PROTEST OF SOLICITATION SPECIFICATIONS AND/OR AWARD**

Participants may protest the Specifications of the solicitation in accordance with Section C.5.i. of the [Pro-01 Procurement Administrative Guidelines](#)

Participants may protest the Solicitation Award in accordance with Section C.5.i. of the [Pro-01 Procurement Administrative Guidelines](#)

## 5.15. SOLICITATION 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 solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

## 6. REQUIRED SUBMITTAL RESPONSE FORMAT

### SUBMITTAL FORMAT

Respond to each of the below listed items in your response;

- A. Introduction: Briefly introduce your firm indicating whether the firm is local, regional, national or international. Provide a profile of the firm including, but not limited to, the approximate number of professional staff employed.
- B. Project Understanding and Approach: Describe your understanding of the objectives and scope of the requested services and your general approach to such.
- C. Proposed Project Staff: Identify the key personnel who will be directly assigned to this project. State the qualifications and related experience of the proposed construction manager.
- D. Qualifications: The response to this solicitation should address each of the Minimum Qualifications. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum requirements.



## 7. REQUIRED SUBMITTAL DOCUMENTS - FTA

### 1. RESPONDENT VERIFICATION\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD HERE.**

I hereby propose to provide the goods/services requested in this Solicitation. I agree to hold pricing for at least **120** calendar days from the Solicitation due date. I agree that CITY's terms and conditions herein take precedence over any conflicting terms and conditions submitted for CITY's consideration, and agree to abide by all conditions of this Solicitation.

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

- [RESPONDENT VERIFICATION.pdf](#)

\*Response required

### 2. PROPOSAL RESPONSE\*

**UPLOAD YOUR PROPOSAL RESPONSE HERE.**

\*Response required

### 3. PRICE PROPOSAL\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD HERE.**

- [Price Proposal.pdf](#)

\*Response required

### 4. DRUG-FREE WORKPLACE CERTIFICATION FORM\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD HERE.**

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; and (2) coin toss.

- [Drug Free Workplace.pdf](#)

\*Response required

### 5. CONSOLIDATED STATE LAW AFFIDAVIT\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE, NOTARIZE, THEN UPLOAD HERE.**

- [Consolidated State Law Affi...](#)

\*Response required

### 6. REFERENCES\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD HERE.**

- [Respondent References.pdf](#)

\*Response required

## 7. CERTIFICATION REGARDING DEBARMENT\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD HERE.**

- [Certification Regarding Deb...](#)

\*Response required

## 8. CERTIFICATION AND RESTRICTIONS ON LOBBYING\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD HERE**

- [Certification and Restricti...](#)

\*Response required

## 9. DISCLOSURE OF LOBBYING ACTIVITIES\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD HERE.**

An instruction page is included with this form. If this form is not applicable to your entity, then mark "N/A", sign, and upload with your submittal.

- [Disclosure of Lobbying Acti...](#)

\*Response required

## 10. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD HERE.**

Failure to sign and upload this document will result in automatic disqualification.

- [Prohibition on Certain Tele...](#)

\*Response required

## 11. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD HERE.**

Failure to sign and upload this document will result in automatic disqualification.

- [Federal Tax Liability and R...](#)

\*Response required

## 12. CONTRACTOR RESPONSIBILITY CERTIFICATION\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD HERE.**

- [Contractor Responsibility C...](#)

\*Response required

## 13. FEDERALLY FUNDED PURCHASE QUESTIONNAIRE\*

**DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD HERE.**

- [Federally Funded Purchase Q...](#)

\*Response required

## 14. NO RESPONSE SURVEY

If you are not bidding, please complete and return the attached form so that we may learn from your comments to improve our solicitations.

- [No Response Survey.pdf](#)

## 8. SELECTION PROCESS

The bidder will be selected from the qualified, responsive and responsible bidders submitting responses to this Request for Proposal. The selection process will be as follows:

- A. Evaluators consisting of city staff will review the proposals. The evaluation process provides a structured means for consideration of all proposals.
- B. The City will make the award to the responsive and responsible proposer whose proposal is most advantageous to the City with price and other factors considered.
- C. All proposals are evaluated to determine those that fall into the competitive range (those proposals that have a reasonable chance of being selected for award).
- D. Oral demos or presentations may be conducted with all proposers determined to be in the competitive range. This separate score will be added to the other scores. These presentations shall be made at no cost to the City. Proposers selected for oral demos or presentations (either in-person or via an on-line conferencing platform) should provide one (1) electronic copy of materials presented in PDF format, if possible. Oral demos or presentations are recorded.
- E. Clarifications/discussions may be held to discuss any deficiencies in a proposer's submittal and to ensure that the proposer fully understands all the requirements of this RFP. In the course of such discussions, the City may request revised proposals or, if discussions are complete, Best and Final Offers (BAFO). The City's BAFO would be in writing and based on all clarifications to the proposed Scope of Work included in discussion. Response submittals will reflect the proposer's final proposal, including cost/price changes. Any additional costs associated either with clarifications/discussions or completion/submission of revised proposals and/or BAFO submittals are to be at no cost to the City.
- F. Best and Final offers, if requested, will be evaluated as an adjustment to the scores already awarded by the evaluation committee on their original proposal response. If a proposer does not submit a BAFO, then its' immediate previous offer will be considered as its' BAFO.
- G. If required, the final ranking of proposers will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the highest ranked bidder.
- H. Provided that the City Commission approves the ranking and an award, the CITY will negotiate a contract with the top ranked proposer. Should the CITY be unable to negotiate a satisfactory contract with the top ranked proposer, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated or the solicitation is cancelled.

## 9. EVALUATION CRITERIA

### SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated using the procedures described in the City's, [Professional Services Evaluation Handbook](#). The criteria are listed below in decreasing order of relative importance as set forth in the handbook under Technical Qualifications and Written Proposal Evaluation. Use of Demo or Presentation Evaluation and Other Factors may be used if deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

#### Criteria:

- A. Technical - Ability of Professional Personnel
- B. Technical - Capability to Meet Time and Budget Requirements
- C. Written - Understanding of Project Scope
- D. Written - Project Approach
- E. Written - Project Manager
- F. Written - Project Team
- G. Written - Project Schedule
- H. Written - Project Organization
- I. Price

### DEMO OR PRESENTATION/DISCUSSIONS

An Oral Presentation or Demo evaluation may occur, if needed, usually limited to the short-listed proposers. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done". The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations. Discussions may occur, if needed, with those proposers found to be in the competitive range. If held, a Best and Final Offer would be requested upon conclusion.

### OTHER FACTORS

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as Disadvantaged Business Entity use, if available.

## 10. AWARD

### 10.1. SOLICITATION POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject all or part of the submittal responses; re-advertise this RFP; waive any irregularities in this RFP; postpone or cancel this RFP process at any time.

See Section B. The Bid Process, 9., viii. of the [PRO-01 Procurement Administrative Guidelines](#).

## 11. CONTRACT

### 11.1. CONTRACT NEGOTIATIONS

The CITY may award the initial contract on the basis of initial offers received from respondent, without discussions. A draft contract is attached. Therefore, each initial offer should contain the Respondent's best terms from a cost or price and technical standpoint and any changes to the draft contract.

The CITY reserves the right to enter into contract negotiations with the selected Respondent regarding the terms and conditions of the draft contract and technical terms. Price is non-negotiable. If the CITY and the selected Respondent cannot negotiate a successful contract, the CITY may terminate said negotiations and begin negotiations with the next selected Respondent. This process will continue until a contract has been executed or all Respondents have been exhausted. No Respondent shall have any rights against the CITY arising from such negotiations.

### 11.2. CONTRACT AWARD

An Intent to Award, if any, shall be made to the Respondent(s) whose proposal(s) shall be deemed by the CITY to be in the best interest of the CITY. The decision of the CITY of whether to make the award(s) and which proposal is in the best interest of the CITY shall be final.

### 11.3. CONTRACT

The Contract entered into will designate the successful Respondent as the CITY's Contractor. The successful Respondent will be required to execute an agreement with the CITY in substantially the same format as found in the DRAFT.

### 11.4. BID PROTEST

Participants in this solicitation may protest the solicitation specifications or award in accordance with Section 5. Bid Protests of the [PRO-01 Procurement Administrative Guidelines](#).

### 11.5. SOLICITATION 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 RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. See Section B. The Bid Process, 9. viii. of the [PRO-01 Procurement Administrative Guidelines](#).

### 11.6. CONTRACT TERM

Contract term will be determined by the contractor and city.



## 12. GENERAL TERMS AND CONDITIONS

### 12.1. REIMBURSABLES

If travel is involved in the execution of an awarded contract, 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.

### 12.2. TAXES, CHARGES AND FEES

The Proposer 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.

### 12.3. COSTS INCURRED BY RESPONDENTS

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

### 12.4. 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.

### 12.5. RECORDS/AUDIT

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.

### 12.6. PUBLIC ENTITY CRIME INFORMATION STATEMENT

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.

## 12.7. DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, 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.

## 12.8. 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](#).

## 12.9. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

In accordance with Section 287.05701(2)(a), F.S. (2023), the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

## 12.10. INTERNATIONAL PROPOSER REQUIREMENTS

The City is unable to send ACH payments to international banks. Therefore, ACH payments will only be made to U.S.A. banks. Additionally, the international company must be from a country that has a tax treaty with the U.S.A. International proposers must agree to these requirements and provide proof of same should they receive an award recommendation.

## 12.11. ANTI-HUMAN TRAFFICKING CLAUSE

Pursuant to section 787.06(13), Fla. Stat., when this contract is executed, renewed, or extended the Contractor and any subcontractors must provide the CITY with an affidavit, signed by an officer or a representative of the Contractor and any subcontractors under penalty of perjury, attesting that the Contractor and subcontractor does not use coercion of labor or services as those terms are defined in this section.

## 12.12. USE OF SOLICITATION REPLY IDEAS

The City has the right to use any or all information presented in any response to this solicitation, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.