



2026-094

COURIER SERVICES

Gainesville Regional Utilities

301 SE 4th Avenue

Gainesville, FL 32601

Attachments:

A - Contract_Sample_Document

B - Pricing Response Form

1. Instructions

It is the bidders responsibility to read and understand all instructions in this section.

1.1. Definitions for Instructions

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

1.2. Authorized Procurement Representative

The Procurement Representative for this Solicitation/Contract is Amy Broskey; Phone: (352) 393-1254; Email: broskeyar@gru.com. Respondents shall submit all inquiries regarding this bid via GRU e-Procurement Portal, located at <https://procurement.opengov.com/portal/GRU>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on GRU e-Procurement Portal.

Respondents shall click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the respondent to check the website for answers to inquiries.

1.3. Examination of Solicitation Documents and Work Site

Prior to responding to the Solicitation, Respondents are responsible for the following: (a) examining the Solicitation thoroughly, (b) if applicable, visiting the work site to become familiar with local conditions that may affect the cost, progress, performance of furnishing the Work, (c) considering federal, state and local laws and regulations that may impact or affect cost, progress, performance or furnishing of the Work, (d) studying and carefully correlating Respondent's observations with the Solicitation, and (e) notifying the Procurement Representative of all conflicts, errors or discrepancies in the Solicitation.

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.

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

1.4. Key Personnel

The firm must list in its response, the Project Manager, Project Engineer, Quality Assurance Supervisor and other key personnel that will be assigned to this Project. The listing will need to include their biography, years of service in the industry, years of service with the Firm and their role in the Project.

If this is for engineering services, the Project Manager and Project Engineer must be two different individuals. They shall be a Professional Licensed Engineer in the State of Florida. Other Key Personnel must be clearly identified on the organizational chart submitted with the proposal.

1.5. Interpretations and Addenda

All questions about the meaning or intent of the Solicitation are to be directed to the Procurement Representative, unless stated otherwise in the Solicitation. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda sent to all parties recorded as having received the Solicitation. Questions received less than seven (7) business days prior to the Response due date/time may not be answered by the Procurement Representative. Only questions answered by formal written Addenda will be binding.

Addenda may also be issued to modify the Solicitation as deemed advisable by the Procurement Representative.

Addenda issued by GRU prior to the Solicitation due date/time are considered binding as if written into the original Solicitation. Respondents are responsible for ensuring that all addenda have been received prior to submitting their Response.

1.6. Response Preparation

- a. The Pricing Response Form is included in the Solicitation and should be used to submit pricing information, providing a price for all items listed on the form, unless noted otherwise.
- b. The Respondent's Certification Form must be legibly completed in ink (computer printed, typed or handwritten).
 - A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a

document showing authorization of such person's authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.

- The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).
- Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Certification Form.

- a. Costs for developing a response to the Solicitation are the sole obligation of the Respondent.

1.7. Price

The price stated on the Pricing Response Form is firm. Any additional charges that were not included in the Response will not be paid by GRU unless approved in writing by an authorized GRU representative. Subsequent to contract formation, pricing inconsistencies on invoices may be grounds to cancel the contract.

If the Respondent offers discounted pricing, such as prompt payment discounts or volume discounts, it must be clearly stated and explained on the Pricing Response Form. Such discounts, if applicable, will not be used in determining award of the Solicitation.

1.8. Deviations from Specifications

Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled "Exceptions and Clarifications" and included with the Response. Each exception and clarification must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications.

GRU reserves the right to waive exceptions and clarifications to the Solicitation if determined by GRU to be in GRU's best interest.

1.9. Exceptions and Clarifications

While a responsive bid meets all material requirements of the solicitation, GRU may waive non-material requirements. Some requirements cannot be waived without adversely impacting the competitive bid process. If, during bid evaluation, there is any doubt as to the materiality of any exception or clarification, Utilities Purchasing and/or the Utilities Attorney shall be consulted before acceptance of a bid. Similarly, a bid will not be rejected without such consultation.

1.10. Distribution of Information

GRU requires electronic submission of bids and proposals. Submit electronic responses via GRU e-Procurement Portal: <https://procurement.opengov.com/portal/GRU>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

The OpenGov portal allows the following:

- a. Access procurement documents and related information.

- b. Receive automatic and instant notifications of government opportunities.
- c. Download solicitation documents and specifications online.
- d. Submit your bids and proposals online.
- e. See all the forms and documents you need to complete in one place.
- f. Receive and respond to government requests for quotes immediately.
- g. Automatic notification of awards.

For more information about OpenGov, visit <https://procurement.opengov.com>.

It is the responsibility of the vendor to regularly monitor [GRU's eProcurement Portal](#). Respondents shall click "Follow" on this solicitation to receive all email notifications when answers are posted, addenda issued, & other solicitation notices.

Ultimately, it is the sole responsibility of each respondent to periodically check the site for any addenda at <https://procurement.opengov.com/portal/GRU>. Vendor failure to retrieve available, required procurement information and include the appropriate documentation and information in solicitation responses may result in disqualification.

1.11. Solicitation Response

Bids may be received up to but not later than 5:00 pm on Wednesday, July 8, 2026 via GRU e-Procurement Portal located at <https://procurement.opengov.com/portal/GRU>. GRU e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. Gainesville Regional Utilities strongly recommends completing your response well ahead of the deadline. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

Responses will be electronically unsealed publicly opened at the time and place indicated in the Solicitation and will be available for inspection upon notice of award or intended Award, or within thirty (30) calendar days after the opening of Responses, whichever occurs first. Prices may be publicly disclosed on GRU's eProcurement Portal at the sole discretion of GRU Procurement.

The Respondent's Certification Form must be submitted with the Response. If required, a Bid Bond and other documents must be provided with the Response. If a Bid Bond is required by the Solicitation and not included the response will be deemed non-responsive.

A "No-Bid" Response can be submitted for those who choose not to participate in the Solicitation. This designation can be submitted in GRU's eProcurement Portal:

<https://procurement.opengov.com/portal/gru/projects/258470>

1.12. Submitting Questions and Receiving Answers

Respondents shall submit all inquiries regarding this bid via GRU e-Procurement Portal, located at <https://procurement.opengov.com/portal/GRU>. Please note the deadline for submitting inquiries: 5:00 pm on Monday, July 6, 2026. All answers to inquiries will be posted on GRU e-Procurement Portal. Respondents shall click "Follow" on this solicitation to receive all email notifications when answers are posted, addenda issued, & other solicitation notices. It is the responsibility of the respondent to check the website for answers to inquiries.

Addenda Notification and Acknowledgement Addenda Notification:

Respondents are required to register for an account via GRU e-Procurement Portal hosted by OpenGov. Once the respondent has completed registration, they will receive addenda notifications to their email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each respondent to periodically check the site for any addenda at <https://procurement.opengov.com/portal/GRU>.

1.13. Cancellation of Solicitation

Procurement may determine, at its sole discretion, that it is in GRU's best interest to cancel a solicitation before the bid due date, either for the purpose of reissuing the solicitation or because there is no longer the need for the equipment, materials or services. Any responses to the solicitation received by Procurement will not be opened but will be maintained pursuant to the State of Florida's Records Retention Schedules, as may be modified from time to time.

1.14. Modification or Withdrawal of a Response

Changes to a vendor's bid submittals in [GRU's eProcurement Portal](#) can be made up to the deadline date for the bid submittal.

After responses have been opened, corrections to the response are permitted only to the extent that:

- a. Respondent can show by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Response;
- b. the nature of the mistake is evident; and
- c. the intended pricing is evident.

1.15. Rejection of Bids/Termination of Contract

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

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

1.16. Cancellation of Award

Cancellation occurs when an issued purchase order or executed contract is voided, rescinded or terminated, or the delivered goods or work are rejected. If defective goods are received, an order is incorrect, or work is not performed in accordance with specifications, the user department shall contact Procurement before taking any action. In addition, departments must contact Procurement for assistance with canceling any purchase order or contract.

Even after a bid has been awarded, Procurement may cancel the award or executed contract based on a bid error and may take action to reject performance when appropriate. If the contract is canceled at the request of the vendor, the vendor may be required to reimburse GRU for the difference between its bid and the next low bid.

1.17. Surety Bond

A Surety Bond is required in the amount of 300,000.00 to cover loss occasioned by theft and the hazards customarily covered by such bonds; such policy to cover losses by identifiable employees. The surety or sureties shall be a company or companies satisfactory to GRU, in accordance with Florida Statutes. The requirement of a Florida resident agent may be waived by GRU if evidence satisfactory to GRU is provided that applicable requirements have been met to permit service of process on a State office under Florida law.

1.18. Fidelity Bond

A Fidelity Bond is required in the amount of \$5,000.

1.19. Terms of Award

Award will be made to the lowest, responsive, responsible Respondent.

- a. GRU reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by GRU. GRU may conduct such investigation as GRU deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.
- b. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- c. If the Contract is awarded, GRU will give the successful Respondent a Notice of Intent to Award within sixty (60) calendar days after the Solicitation due date. All Responses must remain valid for sixty (60) calendar days from the Solicitation due date.
- d. When GRU gives a Notice of Award to the successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all attachments. Within fifteen (15) calendar days thereafter, Respondent must sign and deliver the required number of counterparts of the Contract, attachments, and required Bonds, if applicable. GRU will ultimately provide a fully signed counterpart to the Respondent.
- e. Failure on the part of the successful Respondent to execute a Contract within fifteen (15) calendar days after the notice of acceptance may be just cause for annulment of award.

- f. GRU may then accept the Response of the next lowest, responsive, responsible Respondent or re-advertise the Solicitation. If the next lowest, responsive, responsible Response is accepted, this acceptance will bind such Respondent as though it was the original successful Respondent.
- g. Protests in respect to the intended award must be filed within three (3) calendar days of notice of award. It is the Respondent's duty to be informed of the intended award and GRU's protest procedures.

1.20. Responsible/Responsive Bidder

A **responsible bidder** has the capability to perform the contract requirements in all respects, including the experience, integrity, reliability, capacity, facilities, equipment, and good credit, which will help assure good faith performance. A bidder's qualifications may be considered in making an award recommendation. GRU has the right to verify the qualifications of a bidder as GRU deems appropriate either before or after the bid opening.

A **responsive bidder** has submitted a bid which fully conforms in all material respects to the solicitation's requirements, as determined solely by GRU. "Material" respect refers to factors of importance which help to ensure that the bidder will adequately comply with the prerequisites of the solicitation by performing the work in the manner specified, or providing equipment or goods meeting specifications.

If GRU determines either that a bidder is not responsible, or the bid submitted is nonresponsive, written notice will be sent by the Purchasing representative to the bidder, setting forth the basis of the finding. The failure of a bidder to promptly supply such information to support their company's capabilities as may be requested by the Purchasing representative may be grounds for GRU to determine that the bidder is not responsible. Similarly, the failure of a bidder to promptly supply information in connection with an inquiry may be grounds for a determination of non-responsiveness.

GRU may, in the exercise of its sole discretion, require a **prequalification** process in connection with any bid. In such case, a prequalification form is sent to bidders to complete which helps GRU assess the bidder's qualifications and experience. Bidders are notified whether or not they qualify to participate in the solicitation. The form may also be modified for submittal with the bid response based on the type of goods or services needed. If a prequalification process is not used, GRU may also elect to award the solicitation based on an evaluated process.

1.21. Notification of Award

Purchasing will notify bidders of the recommended award of the contract with reasonable promptness. The notification will be through an award letter, issuance of a purchase order, execution of a contract or other appropriate means of communication. Purchasing will be responsible for obtaining required submittals from the successful bidder such as the insurance certificate, bonds, purchase order acceptance or contract, as required.

1.22. Multiple Awards

If bid documents provide for award to more than one bidder, multiple awards may be made to bidders under one solicitation. The provision to make multiple awards should be considered when it appears likely that the equipment, materials, or services available from a sole bidder will not meet the needs of GRU or it is in the best interest of GRU to purchase from multiple vendors.

1.23. Term of Contract

The term of this Contract shall commence on the Date of Execution and terminate on June 30, 2029.

Upon mutual agreement between Parties, this contract may be renewed for One (1) three-Year additional years.

Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

1.24. Lobbying

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, GRU prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, GRU officials or employees except the Procurement designated staff contact in the Procurement Department. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by GRU officials and employees, except as authorized by procurement documents.

1.25. Blackout Period

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.26. Collusion

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

Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.

By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any GRU officer or employee to secure favorable treatment with respect to being awarded this Contract.

1.27. Debarment/Suspension/Termination

The Procurement representative is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in activity which might lead

to debarment. The suspension shall be for a period not to exceed three months. After reasonable notice to the vendor involved and reasonable opportunity for that vendor to be heard, the Procurement representative, after consulting with the GRU Attorney, is authorized to debar a vendor for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:

- a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, within five years of a proposed award;
- b. Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a GRU contractor, within five years of a proposed award;
- c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals, within five years of a proposed award;
- d. Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement representative to be so serious as to justify debarment action, within five years of a proposed award:
 - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
- e. For any provision of, or offer, gift or agreement to provide, any gratuity, kickback or offer of employment to any current or former GRU employee in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requisition, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, within three years of a proposed award;
- f. For any payment, gratuity, kickback or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order, within three years of a proposed award;
- g. For retaining a person or soliciting or securing a GRU contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention

of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, within three years of a proposed award;

- h. During the period of a contract with GRU, employing, or offering employment to, any current GRU employee participating directly or indirectly in the procurement process, within three years of a proposed award;
- i. Any other cause the Procurement representative determines to be so serious and compelling as to affect responsibility as a GRU contractor, including debarment by another governmental entity for any cause listed in this Section.

REJECTION OF BIDS/TERMINATION OF CONTRACT

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

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

2. Technical Specifications

2.1. Contractor's Minimum Requirements.

Contractor must have been in business for a minimum of two (2) years.

Contractor must maintain a minimum of two (2) vehicles.

Contractor must employ a minimum of two (2) employees who are licensed drivers and have the ability to carry 50 pounds.

2.2. Scope of Services.

GRU is seeking to establish a contract for Courier Services for delivery of daily mail, supplies and laboratory samples between multiple GRU facilities and other designated locations in accordance with these specifications.

2.3. Contractor Responsibilities

The Contractor is responsible for providing all labor, equipment and materials required for picking up and delivering mail, inter-office correspondence and office supplies (copy paper and office products) and laboratory samples (in coolers) between designated locations. Individual items will not exceed 50 pounds in weight. The approximate daily mileage in the route is 82 miles.

Contractor is responsible for any damage to or loss of items while in its possession. Contractor shall reimburse GRU for any costs associated with damaged or lost items.

2.4. Delivery Schedule

Daily Service: The Contractor is responsible for providing Courier Services for mail, supplies and laboratory samples - Monday through Friday, except for City holidays, by 1:00 p.m.:

NOTE: The approximate pick-up/drop off time for each stop is approximately no more than five (5) minutes.

Weekend Service: In addition to the daily service, the Contractor is responsible for providing a weekly delivery service for laboratory samples [in coolers] to be picked up from the Main Street Plant Lab and delivered to the Kanapaha Lab on Sunday mornings by 8:30 a.m. including holidays.

2.5. Delivery Locations

ROUTE # 1

Stop 1 [To begin no later than 6:30 a.m.]

Main Street Water Reclamation Facility
200 S.E. 16th Avenue
Gainesville, FL 32601

Contact: Terri Anguish (352) 393-6724

-Pick up Coolers from Laboratory and sign custody sheet.

NOTE: The normal delivery route starts at the Main Street Water Reclamation Facility.

Stop 2 [No later than 7:00 a.m.]

Kanapaha Water Reclamation Facility

3901 S.W. 63rd Blvd
Gainesville, FL 32608
Office Contact: Terri Anguish (352) 393-6724
Lab Contact: Jackie Dlhos (352) 393-6728
-Drop off Coolers in Laboratory [or at glass doors if not open]

Stop 3 [No earlier than 10:00 a.m.]

GRU Administration Building
301 S.E. 4th Avenue [Ground Floor]
Gainesville, FL 32601
Mail Services Department
Contact: Mark Humphrey (352) 393-1370
-Pick up mail and supplies for facilities on the delivery route.

Stop 4

South Energy Center
1390 S.W. 14th Avenue
Gainesville, FL 32601
Contact: (352) 393-1708
Drop off mail to upcoming stop to include such mail with other mail delivery.

Stop 5

Deerhaven Generating Station
10001 N.W. 13th Street (US 441 North)
Gainesville, FL 32653
4th Floor of Main Plant Reception Desk
Contact: David Hughes (352) 393-6188
Contact: (352) 393-6247
-Go to the Reception Desk where there is an outgoing mail basket.
-Drop off and pick up mail and supplies for facilities on the delivery route.
-Drop off and pick up mail at Retrofit trailer.
-Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 6

Deerhaven Renewable Energy Station
11021 N. W. 13th Street (US 441 North)
Gainesville, FL 32653
Contact: (352) 393-0601
Enter the Administration Building. To the left, there is a desk with a basket.
Drop off and Pick up mail and supplies.

Stop 7

Springhill Service Center
3805 N.W. 97th Blvd.
Gainesville, FL 32606
Contact: Amber Fagan (352) 334-6012
-Go down the hall to the mail bins. Drop off mail for SG-45 and S-151 in boxes.
-Drop off and pick up mail and supplies for facilities on the delivery route.
-Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 8

Kanapaha Water Reclamation Facility

3901 S.W. 63rd Blvd.
Gainesville, FL 32608
Office Contact: Terri Anguish (352) 393-6724
Lab Contact: Jackie Dlhos (352) 393-6728
-Pick up Coolers in Laboratory to return to Main Street Plant.
-In the Copy Room near the paper cutter there are two outgoing baskets.
[copy room is past lab doors to second set of glass doors]
-Drop off and pick up mail and supplies for facilities on the delivery route.
-Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 9

Main Street Water Reclamation Facility
200 S.E. 16th Avenue
Gainesville, FL 32601
Contact: Terri Anguish (352) 393-6724
-Return Coolers to Laboratory
-Drop off and pick up mail and supplies for facilities on the delivery route.
-Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 10

GRU Administration Building
301 S.E. 4th Avenue [Ground Floor]
Mail Services Department
Contact: Mark Humphrey (352) 393-1370
-Return all mail

ROUTE # 2

Stop 1 [To begin no later than 6:30 a.m.]

Main Street Water Reclamation Facility
200 S.E. 16th Avenue
Gainesville, FL 32601
Contact: Terri Anguish (352) 393-6724
-Pick up Coolers from Laboratory and sign custody sheet.

Stop 2 [No later than 7:00 a.m.]

Kanapaha Water Reclamation Facility
3901 S.W. 63rd Blvd.
Gainesville, FL 32608
Office Contact: Terri Anguish (352) 393-6724
Lab Contact: Jackie Dlhos (352) 393-6728
-Drop off Coolers in Laboratory [or at glass doors if not open]

Stop 3

Post Office
4600 SW 34th Street
-Pick up mail.

Stop 4 [Drop off no later than 8:00 a.m.]

GRU Administration Building
301 S.E. 4th Avenue [Ground Floor]

Gainesville, FL 32601
Mail Services Department
Contact: Mark Humphrey (352) 393-1370
-Drop off mail.

Stop 5 [Pick up no earlier than 10:00 a.m.]

GRU Administration Building
301 S.E. 4th Avenue [Ground Floor]
Gainesville, FL 32601
Mail Services Department
Contact: Mark Humphrey (352) 393-1370
-Pick up mail and supplies for facilities on the delivery route.

Stop 6

Old Library Building
222 E University Avenue
Gainesville, FL 32601
-Basement near Health services, mailboxes are on the back wall.
-Pick up and drop off mail and supplies for facilities on the delivery route.
-Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 7

Eastside Operation Center (EOC)
4747 North Main Street
Gainesville, FL 32609

EOC Stop One: Systems Control-Building 8

Mailbox is in front of the building main entrance and outside the gate.
Must enter the gated parking lot. It will be open. No building or gate access is needed. If delivery is too large for the mailbox, ring the buzzer on the opposite side of the sidewalk for the front desk.
Pick up and drop off.

EOC Stop Two: IT, Field Services and GRUCom-Building ONE

Access back of building to back hallway. Mailboxes are behind doors that are nearest to the kitchenette. Need access to gate and building as well as a Key to access the mailboxes. Mail is sorted by department into the ten mailboxes. Mail that is too large for the mailboxes can be left on the floor in front of the mailboxes.
Pick up the outgoing mail from the large outgoing mailbox and any oversized packages or print jobs on the floor in front of the mailboxes.

EOC Stop Three: ED Engineering, GEM, Electric T&D and ED Administration -Building TWO

Access back of building to back hallway. Mailboxes are behind doors that are nearest to the kitchenette. Need access to gate and building as well as a Key to access the mailboxes. Mail is sorted by department into the ten mailboxes. Mail that is too large for the mailboxes can be left on the floor in front of the mailboxes. Pick up the outgoing mail from the large outgoing mailbox and any oversized packages or print jobs on the floor in front of the mailboxes.

EOC Stop Four: W/WW Construction, GRUCom Admin, Safety, Security and Maintenance-Building THREE

Access back of building to back hallway. Mailboxes are behind doors that are nearest to the kitchenette. Need access to gate and building as well as a Key to access the mailboxes. Mail is sorted by department into the ten mailboxes. There is a blue bin in the Kitchenette for packages that won't fit into the mailbox. Pick up the outgoing mail from the large outgoing mailbox and any oversized packages or print jobs on the floor in front of the mailboxes.

EOC Stop Five: Warehouse-Building FIVE

Walk into the front, glass door and pick up and drop off from the mail trays that are sitting on a shelf against the wall and behind their big service counter. No access needed.

EOC Stop Six: EOC Mailbox

As you exit the EOC you will see a large USPS mailbox. Collect the mail in that mailbox and return to the downtown administration building. No key or access needed.

Stop 8

Murphree Water Treatment Plant
1600 N.E. 53rd Avenue
Gainesville, FL 32609

-2nd Floor inbox on desk.

- Pick up and drop off mail and supplies for facilities on the delivery route.
- Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 9

Deerhaven Generating Station
10001 N.W. 13th Street (US 441 North)
Gainesville, FL 32653
4th Floor of Main Plant Reception Desk
Contact: David Hughes (352) 393-6188
Contact: Ann Pursell (352) 393-6247

- Drop off mail for Deerhaven at the Reception Desk and pick up mail in outgoing mail basket.
- Drop off mail and pick up mail at Retrofit trailer.
- Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 10

Deerhaven Renewable Energy Station
11201 N. W. 13th Street (US 441 North)
Gainesville, FL 32653
Contact: Olga Gasanova (352) 393-0601
Enter the Administration Building. To the left there is a desk with a basket.
Drop off and pick up mail and supplies.

Stop 11

Springhill Service Center
3805 N.W. 97th Blvd.
Gainesville, FL 32606
Contact: Amber Fagan (352) 334-6012
-Go down the hall to the mail bins. Drop off mail for SG-45 and S-151 in boxes.
-Drop off and pick up mail and supplies for facilities on the delivery route.
-Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 12

Kanapaha Water Reclamation Facility

3901 S.W. 63rd Blvd.
Gainesville, FL 32608
Office Contact: Terri Anguish (352) 393-6724
Lab Contact: Jackie Dlhos (352) 393-6728
-Pick up Coolers in Laboratory to return to Main Street Plant.
-In the Copy Room near the paper cutter there are two outgoing baskets.
[copy room is past lab doors to second set of glass doors]
-Drop off and pick up mail and supplies for facilities on the delivery route.
-Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 13

South Energy Center
1390 S.W. 14th Avenue
Gainesville, FL 32601
Contact: Ann Lindsey (352) 393-1708
Go to the Ground floor by the stairwell.
-Drop off and pick up mail and supplies for facilities on the delivery route.
-Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 14

Main Street Water Reclamation Facility
200 S.E. 16th Avenue
Gainesville, FL 32601
Contact: Terri Anguish (352) 393-6724
-Return Coolers to Laboratory
-Drop off and pick up mail and supplies for facilities on the delivery route.
-Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 15

Kelly Plant
605 S.E. 3rd Street
Gainesville, FL 32601
Contact: (352) 393-1708
-Drop off and pick up mail and supplies for facilities on the delivery route.
-Sort mail to upcoming stops to include such mail with other mail delivery.

Stop 16 [No earlier than 3:15 p.m.]

GRU Administration Building
301 S.E. 4th Avenue [Ground Floor]
Gainesville, FL 32601
Mail Services Department
Contact: Mark Humphrey (352) 393-1370
-Drop off and pick up mail.

Stop 17

Post Office
4600 S.W. 34th Street
Gainesville, FL 32608
-Drop off mail.

2.6. Lab Sample Deliveries Outside of Gainesville.

Quarterly, Biweekly, (or other frequency) lab samples will be delivered to a laboratory outside Gainesville. As these deliveries are time sensitive, the samples must be taken directly to the lab after pickup.

Tampa

Test America Tampa
6712 Benjamin Road, Suite 100
Tampa, FL 33634

Ormond Beach

Pace Analytical
8 East Tower Circle
Ormond Beach, FL 32174

NOTE: The Bi-weekly route is for water samples from Kanapaha Water Reclamation and/or Murphree Water Treatment Plant to Ormond Beach or Tampa.

There are no specified number of days for the Bi-weekly run or the Quarterly run. This is on an as needed basis.

When delivery is requested to go to Ormond Beach or Tampa, the regular Mon-Fri route should not be affected by lab deliveries.

3. General Terms and Conditions

3.1. Definitions

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

3.2. Compliance with Referenced Specifications

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

3.3. Change Orders

GRU shall pay Contractor for Work at the price[s] stated in the Contract or Purchase Order. No additional payment will be made to Contractor except for additional work stated on a valid change order and issued by GRU prior to the performance of the added work. A change order may be issued without invalidating the Contract , if

- made in writing;
- signed by the authorized representative(s), and
- accepted by Contractor

Such change shall include the following: change orders that constitute changes to:

- Statement of Work,
- Schedule
- administrative procedures not affecting the conditions of the Agreement, or
- the Agreement price

3.4. Notices

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor's physical address and/or email.

Notices to GRU are deemed to have been properly sent when emailed to purchasing@gru.com, mailed to P.O. Box 147117 Station A105, Gainesville, FL 32614 or delivered to Utilities Procurement Department, 301 SE 4th Avenue, Gainesville, Florida 32601 and GRU acknowledges receipt.

3.5. Compliance with Laws and Regulations

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

3.6. Governing Law, Venue, Attorney's Fees, and Waiver of Right to Jury Trial

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract :

- venue for any state or federal legal proceedings shall be in Alachua County Florida;
- each Party shall bear its own attorneys' fees except to the extent that Contract agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and
- for civil proceedings, the Parties hereby waive the right to jury trial

3.7. e-Verify

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to:

- the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and
- the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement.

3.8. Sovereign Immunity

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

3.9. Severability

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

3.10. Assignment

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

3.11. Audit of Records

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

3.12. Nonexclusive Remedies

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

3.13. Advertising

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

3.14. Modification of Terms

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

3.15. Waiver

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

3.16. Disclosure and Confidentiality

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public records 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 119.0715, Florida Statutes (Trade Secrets Held by an Agency), exempts trade secrets from release as a public record, but also provides that public employees cannot be held liable if they, acting in good faith, release a public record that contains a trade secret. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:
 - Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.
 - Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

Request for Trade Secret or Otherwise Confidential and Exempt Information.

- In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.
- However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor 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 Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.
- If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
- Contractor hereby indemnifies and holds GRU, 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 Contractor's claim that any

information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

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

3.17. Public Records

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

- Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.
- Upon request from GRU's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to GRU.
- Upon completion of the Contract, transfer, at no cost, to GRU all public records in possession of the Contractor or keep and maintain public records required by GRU to perform the service. If the Contractor transfers all public records to GRU upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.
- **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT 352-393-1211, PUBLICRECORDSREQUEST@GRU.COM, PO BOX 147117, STATION E3E, GAINESVILLE, FL 32614.**

3.18. Sales Tax

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

3.19. Anti-Discrimination

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

3.20. Anti-Human Trafficking

Pursuant to section 787.06(14), Fla. Stat., when this Contract is executed, renewed, or extended the Contractor and any subcontractors must provide GRU 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 section 787.06, Fla Stat.

3.21. Prohibition Against Consideration of Social, Political, or Ideological Interest in Government Contracting

In accordance with Section 287.05701(2)(a), F.S. (2023), GRU 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.

3.22. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.

Pursuant to section 287.135, *Florida Statutes*, Contractor certifies that, at the time of execution of this Contract (and any renewal):

- a. \$100,000 Threshold. If this Contract is for goods or services in an amount of one hundred thousand dollars (\$100,000) or more, Contractor and its affiliates are not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, *Florida Statutes*, and are not engaged in a boycott of Israel [see s. 287.135(2)(a), *Fla. Stat.*].
- b. \$1,000,000 Threshold. If this Contract is for goods or services in an amount of one million dollars (\$1,000,000) or more, Contractor and its affiliates are not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to section 215.473, *Florida Statutes*, and are not engaged in business operations in Cuba or Syria as defined in section 215.473, *Florida Statutes* [see s. 287.135(2)(b), *Fla. Stat.*].

- c. Notification. Contractor agrees to notify GRU immediately if, at any time during the term of this Contract, Contractor or any of its affiliates is placed on any list identified in this section or engages in any activity prohibited by section 287.135, *Florida Statutes*.
- d. TERMINATION. GRU may terminate this Contract if Contractor is found to have submitted a false certification, is placed on any list identified in this section, or engages in any activity prohibited by section 287.135, *Florida Statutes* [see s. 287.135(3)(a)–(b), *Fla. Stat.*].

3.23. Conflict of Interest

The Contractor represents and warrants that, to the best of its knowledge, no official or employee of the City of Gainesville, including Gainesville Regional Utilities (GRU), has a material financial interest in the Contractor's business or any agreement resulting from this Contract, nor will any such interest be acquired during the term of this Agreement. The Contractor agrees to comply with the provisions of Chapter 112, Florida Statutes, including but not limited to Section 112.313, pertaining to the ethical obligations and conflict of interest restrictions applicable to public officers and employees.

The Contractor shall not knowingly participate in or cause any conduct that would violate Florida's Code of Ethics for Public Officers and Employees. Any actual or potential conflict of interest shall be promptly disclosed in writing to GRU's designated contract manager and GRU's Utilities Attorney. GRU reserves the right to terminate this Agreement immediately upon determination that a prohibited conflict of interest has occurred or been materially misrepresented.

3.24. Captions and Section Headings

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

3.25. Counterparts

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

3.26. Attachments

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

4. Supplemental Conditions

4.1. Conduct of Work

Contractor shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. Contractor will assign only competent and skilled workers to perform the Work. All of Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor's sole direction, supervision and control at all times and in all places. Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to do so, the Contractor shall not represent to others that, as the Contractor, it has the authority to bind GRU to any third-party agreement.

4.2. Responsibilities

Contractor Responsibilities:

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

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

4.3. Cooperation/Coordination

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

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

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

Coordination: Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor shall coordinate equipment laydown areas with GRU. GRU shall provide timely access to any equipment laydown areas used to temporarily hold/store Contractor equipment.

4.4. Indemnification

Contractor shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected/appointed officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors.

Further, Contractor shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor's products or GRU's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.

Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor written notice of any action or threatened action, defending the action at Contractor's sole expense. Contractor shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor's prior written consent, which will not be unreasonably withheld.

The provisions of this section shall survive the termination or expiration of this Contract.

4.5. Payment

Invoicing: Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A27, Gainesville, FL 32614-7118 or e-mailed to accountspayable@gru.com.

Payment Terms: GRU's payment terms are net thirty (30) days from receipt of correct invoice. GRU may not set off payment due under the invoice for the specific Purchase Order to rectify or remedy a dispute related to a different Purchase Order. Supplier shall not submit more than one invoice per thirty-day period. Any delay in receiving invoices, or error and omissions attributed solely to Supplier, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

Prompt Payment: The Local Government Prompt Payment Act applies in accordance with Florida Statutes 218.70 through 218.80.

Receipting Report for Services: An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title,

overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

Pending Dispute: The Contractor shall proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract and shall comply with directions to perform from GRU. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

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

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

4.6. Damage to Work

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

4.7. Disputes

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be borne equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

4.8. Delay

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

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or

other expenses not directly attributable to performance of the Contract. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

4.9. Default

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

4.10. Termination

Termination for Convenience. GRU may, by providing thirty (30) calendar days written notice to Contractor, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor for goods and services accepted as of the date of termination, and for Contractor's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this Contract.

Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor materially breaches this Contract by:

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

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

4.11. Force Majeure

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that:

- the non-performing Party is without fault in causing such default or delay; and
- such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

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

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

4.12. Limitation of Liability

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

4.13. Work Hours

GRU normal business hours are Monday-Friday, 8am-5pm. Contractor may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

4.14. Performance Time

Contractor shall complete the Work no later than the date set forth in the Contract. Contractor further understands and agrees that time is of the essence. If Contractor fails to complete the Work on or before the date established for Final Completion, then Contractor will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

4.15. Completion of Work

Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized

for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

4.16. Freight

All materials and equipment shall be delivered F.O.B. Destination, freight included.

4.17. Surety Bond

A Surety Bond is required in the amount of 300,000.00 to cover loss occasioned by theft and the hazards customarily covered by such bonds; such policy to cover losses by identifiable employees. The surety or sureties shall be a company or companies satisfactory to GRU, in accordance with Florida Statutes. The requirement of a Florida resident agent may be waived by GRU if evidence satisfactory to GRU is provided that applicable requirements have been met to permit service of process on a State office under Florida law.

4.18. Fidelity Bond

A Fidelity Bond is required in the amount of \$5,000.

4.19. Insurance

Any vendor coming on GRU property to do any type of work including meetings or doing work in our service territory on behalf of GRU must provide a Certificate of Liability Insurance (COLI) meeting the below requirements before any work will commence.

Risk Management requires all the base coverages of General Liability, Automobile Liability, and Workers Compensation. Below are the recommended coverage amounts by Risk Management for these categories. Excess or Umbrella coverage is recommended by Risk Management in the amount below in most cases. The Workers Compensation amount is statutory and the minimum amount that Workers Compensation policies can be sold in Florida.

The COLI needs to list Gainesville Regional Utilities, 301 Southeast 4th Avenue, Gainesville, Florida 32601 as the Certificate Holder and the language provided in the next section. COLI's with GRU as "Certificate Holder" status only is not acceptable. Certificate Holder is used to show proof of insurance and does not provide access to the coverages disclosed on the Certificate of Liability Insurance.

All COLI's must list under the Description of Operations section the below language:

"Gainesville Regional Utilities, their subsidiaries, affiliates, and their respective officers, agents and employees are included as additional insured."

Insurance is required in the amounts set forth below:

- Commercial General Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- Automobile Liability: \$500,000 combined single limit for bodily injury and property damage.
- Workers Compensation:
 - State (Florida): Statutory

- Applicable Federal: Statutory
- Employer's Liability:
 - \$500,000 per Accident
 - \$500,000 Disease, Policy Limit
 - \$500,000 Disease, Each Person

4.20. Warranty/Guarantee

Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.

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

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

4.21. Safety and Security

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested. The Contractor shall at all times take all reasonable precautions for the safety of its employees engaged in services and shall comply with all safety laws, rules and regulations as mentioned in the Contractor's safety orientation and/or manual as instruction may be site specific.

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

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

Personal Protection Equipment: The following requirements apply during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.

- a. The Contractor shall supply all safety and personal protective equipment (PPE) required to complete the scope of the contracted work (or as stated in the Contract). Equipment supplied by the Contractor must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency
- b. It is the sole responsibility of the Contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any workplace hazards.
- c. This training includes when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.
- d. Protocols should be in place to prevent or reduce the likelihood of exposure and be in compliance with operating site PPE requirements. Local, state, and federal mandates must be followed.

4.22. Warranty of Title

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

4.23. NERC CIP Compliance Requirements

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

4.24. Vendor Responsibilities

Contractor will recruit, screen, interview, hire and assign its employees to perform the work pursuant to this Contract; compensate its employees for hours worked at GRU; withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees.

Contractor shall obtain background check and drug screening services of its employees who will perform work at GRU locations. To ensure compliance with the Fair Credit Reporting Act, Contractor will not provide copies of such background check or drug screening results to GRU but will instead provide an attestation of completion of such services to GRU. Background check services may be conducted by one or more of Contractor's preferred, third-party vendors (e.g., Hire Right, A-Check Global).

Contractor shall require all of the Employees to self-report in writing to Contractor within forty-eight hours any incidents of arrests by local, state or federal law enforcement agencies. If the Employee is unable to report in writing due to incarceration or confinement, the Employee shall notify Contractor

within forty-eight (48) hours after the arrest by text message, email, phone call, or voicemail. In addition, all Employees holding a Commercial Driver's License (CDL) as a condition of employment shall self-report, in writing, to Contractor within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

4.25. Safety and Hazard Responsibility

- Contractor shall be solely responsible for maintaining a safe worksite and for implementing, at its own cost and expense, all safety, and hazard prevention measures required by Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), and all applicable federal, state, and local laws, regulations, and codes. This includes, without limitation, providing confined space attendants and air monitoring equipment, fire watch during and after any hot work, maintaining fire extinguishers and safety equipment, securing the work area against hazards, and promptly removing combustible materials. Contractor shall ensure that all subcontractors and other parties engaged by Contractor comply fully with these obligations.
- Contractor shall complete safety documents GRU personnel that may include a pre-task checklist and require a Job Hazard Analysis ("JHA") component to promote awareness of potential hazards and suggested mitigation measures, at GRUs sole discretion. Additional permits may be required depending on the scope of work. Contractor acknowledges and agrees that GRU's safety documents are supplemental only, are not intended to be exhaustive or comprehensive, and shall not be relied upon as a complete identification of all potential hazards. Contractor remains solely responsible for identifying, analyzing, and mitigating all hazards associated with its work, including the work of its subcontractors, and for conducting its own job-specific hazard analysis and safety planning.
- GRU reserves the right, but not the obligation, to monitor the worksite for unsafe conditions. If GRU reasonably determines that Contractor's or its subcontractors' operations pose an imminent threat to health, safety, or property, GRU may direct Contractor to stop work until the condition is corrected. Contractor shall promptly comply with such directive and shall not be entitled to any additional compensation or time extension. If Contractor or its subcontractors fail to provide required fire watch, safety measures, or hazard controls, GRU may, but is not obligated to, provide such measures directly or through a third party, and the cost shall be back charged to Contractor and deducted from amounts otherwise due under the Purchase Order.
- The presence of any fire protection, alarm, suppression, or other safety systems or equipment owned or maintained by GRU shall not relieve Contractor of its obligations under this Section. Contractor remains fully responsible for fire watch, hazard prevention, and all other safety measures required for its work, regardless of the operation, adequacy, or failure of GRU's systems. Failure to comply with this Section shall subject Contractor to the indemnification obligations set forth elsewhere in the Agreement.

- Contractor shall immediately notify GRU of any incident, near miss, injury, property damage, or unsafe condition occurring at the worksite, and shall cooperate fully with GRU in any related investigation.

4.26. Price Adjustment Clause, Tariff-Based Price Adjustment:

The parties recognize that the imposition of tariffs or trade restrictions may impact the Contractor's ability to maintain pricing. In the event that new tariffs or changes to existing tariffs are imposed by any governmental authority after the effective date of this Contract, and such changes materially increase the cost of goods or materials necessary for performance, the Contractor may request a price adjustment. In such instances, the Contractor must notify the agency of the impact, supported by credible cost data (see examples below). The parties agree to engage in good-faith negotiations within 15 business days to consider price modifications, substitute goods, or alternative sourcing arrangements, with the goal of minimizing disruption to public services and maintaining the continuity of supply. No Invoiced adjustments will be approved without prior negotiations and approval.

- Copy of the official tariff schedule or notice (e.g., from the U.S. International Trade Commission, or Customs and Border Protection (CBP))
- Federal Register notice showing the imposition of the tariff with effective dates and Harmonized Tariff Schedule (HTS codes)
- Reference to the Harmonized Tariff Schedule (HTS) number for the product
- **Product Classification (HTS Code) Harmonized Tariff Schedule (HTS) code** used for the product being imported. [Harmonized Tariff Schedule Information](#)

4.27. Use of Contract by Other Governmental Entities

Other governmental entities may purchase goods and/or services under this Contract without prior approval from GRU, subject to acceptance by the Contractor. Any such use shall be optional for and at the sole risk and responsibility of Contractor. The Contractor may, but is not obligated to, extend the same pricing, terms, and conditions of this Contract to a participating governmental entity.

Any such purchases by a participating governmental entity shall be solely between the Contractor and that entity. The participating governmental entity shall be responsible for all aspects of Contract administration, including, but not limited to, ordering, inspection, acceptance, and payment.

Each participating governmental entity shall be responsible for determining that its use of this Contract complies with its own procurement requirements and applicable law. GRU makes no representation or warranty regarding the legality, appropriateness, or availability of this Contract for use by any other governmental entity. Any use by another governmental entity shall be at the sole risk and responsibility of that entity.

This solicitation and resulting Contract were conducted solely for GRU's own use. Any use by another governmental entity is incidental and shall not be construed as creating a cooperative purchasing contract, shared procurement, or joint solicitation.

GRU shall have no involvement in, nor liability for, any transactions between the Contractor and any participating governmental entity. Use of this Contract by another governmental entity shall not modify

the terms, conditions, scope, or duration of this Contract , nor shall it affect the Contractor's obligations to GRU.

4.28. Order of Precedence

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

- Any modification to this Contract
- Contract
- GRU Technical Specifications
- GRU Supplemental Conditions
- GRU General Conditions
- GRU Instructions
- Contractor Response

5. Response Submittals

The following information is required with the Response. *Failure to provide the following information may be cause for the response to be deemed "non-responsive":*

5.1. Respondent Certification Form*

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

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

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained."

Please download the below documents, complete, and upload.

- [RESPONDENT CERTIFICATION FO...](#)

*Response required

5.2. Drug-Free Workplace Certification Form*

Please download the below documents, complete, and upload.

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

- [DRUG FREE WORKPLACE.pdf](#)

*Response required

5.3. Affidavit of Compliance with Section F.S. 787.06(14) Florida Anti-Human Trafficking Compliance*

Pursuant to section 787.06(14), 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.

Please download the below documents, complete, and upload.

- [Anti-Human Trafficking Affi...](#)

*Response required

5.4. Subcontractor Information Form*

Please download the below documents, complete, and upload.

- [SUBCONTRACTOR INFORMATION F...](#)

*Response required

5.5. Attach Clarifications and/or Exceptions.*

Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled "Clarifications and Exceptions" and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications

Upload your Clarifications and/or Exceptions here.

*Response required

5.6. Insurance Requirements

Please download the below documents for your review.

- [COLI Example updated 7.21.2...](#)
- [Insurance Requirements upda...](#)