



Gainesville Regional Utilities Authority
AGENDA

Wednesday, June 12, 2024, 5:30 p.m.

GRU Administration Building

301 SE 4th Avenue

Gainesville, FL 32601

Authority Members

Ed Bielarski - Chair

David Haslam - Vice Chair

Craig Carter

Eric Lawson

Robert Skinner

If you have a disability and need accommodation in order to participate in this meeting, please call (352) 334-5051 at least two business days in advance. TTY (Text Telephone Telecommunication Device) users please call 711 (Florida Relay Service). For Speech to Speech (STS) relay, please call 1-877-955-5334. For STS Spanish relay, please call 1-877-955-8773. For STS French Creole relay, please call 1-877-955-8707.

A. CALL TO ORDER

Agenda Statement: The Gainesville Regional Utilities Authority encourages civil public speech. The Gainesville Regional Utilities Authority expects each person entering this chamber to treat others with respect and courtesy. Speakers are expected to focus on agenda items under discussion. Signs, props, posters, food, and drinks should be left outside the auditorium.

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. ADOPTION OF THE AGENDA

E. APPROVAL OF MINUTES

1. **Approval of Minutes from the May 29 2024 Meeting**

F. CHAIR COMMENTS

G. GENERAL PUBLIC COMMENT

(for items not on the agenda, not to exceed 30 minutes total)

H. CONSENT AGENDA

1. **2024-484 Janitorial and Porter Services for the Eastside Operations Center (B)**
Department: Gainesville Regional Utilities, Customer Support Services

Explanation: On Jan, 25, 2024, GRU Procurement received ten responses to the solicitation for Janitorial and Porter Services at the Eastside Operations Center (EOC). Services include the provision of labor, cleaning equipment, and supplies to maintain the entire EOC campus, including offices, restrooms, kitchens, conference rooms and other designated areas, including the multipurpose facility, which is used for various functions. A day porter is on site each day to assist with cleanup for large events and other unanticipated cleaning needs. The contract also includes the ability to employ additional janitorial staff during utility emergencies when staff may be working extended hours at the facilities during storm restoration efforts.

The proposed contract is a one-year contract with provisions of two one-year extensions, upon mutual agreement of the parties and negotiation of the contract prices.

Fiscal Note: Funds are available in the FY2024 budget and will be requested in subsequent year budgets.

Recommendation: The GRU Authority Board: 1) authorize the CEO/General Manager, or his designee, to execute a contract with Contractors Enterprises for janitorial services at the Eastside Operations Center, subject to approval of the GRU Attorney as to form and legality; and 2) approve the issuance of purchase orders to Contractors Enterprises in an amount not to exceed \$9,416.67 per month for FY2024 and for subsequent years of the contract, pending final appropriation of funds for each year.

I. CEO/GM COMMENTS

J. ATTORNEY COMMENTS

K. BUSINESS DISCUSSION ITEMS

1. 2024-486 Legal Services for GRU (B)

Department: Gainesville Regional Utilities; Budget, Finance, and Accounting

Explanation: This item is an overview of the previous GRUA board's request to retain external, comprehensive legal services for GRU staff and the Authority.

On March 27, 2024, staff presented a recommendation for an intent to award for an external legal firm to represent GRU in all matters. The intent to award was the result of an open and fair request for proposals (RFP) process. The GRUA board chose to table the item until a new board was selected and seated.

Fiscal Note: None at this time

Recommendation: The GRU Authority hear from staff on the status of legal services for GRU staff and the Authority followed by a recommendation for GRU staff to send a request for an opinion to the Office of Attorney General Moody on GRU's ability to retain separate legal counsel beyond the City Attorney and concurrently for GRU to hire a third party to review significant legal concerns.

2. 2024-487 Folds Walker Contract Extension (NB)

Department: Gainesville Regional Utilities; Budget, Finance, and Accounting

Explanation: This item is related to the extension of the current contract for supplemental legal services to the GRU Authority by Folds Walker, LLC.

On March 27, 2024, the GRU Authority Board voted to "extend the time of legal firm Folds Walker LLC until a new firm can be officially hired through an RFP." Until a firm has been selected to provide legal services to GRU, the contract with Folds Walker, LLC needs to be extended till August 21, 2024.

Fiscal Note: The extension is not to exceed \$49,000.

Recommendation: The GRU Authority hear an informational update only from GRU professionals on the previous GRUA Board's request to retain and extend the current contract with Folds Walker, LLC.

L. MEMBER COMMENT

M. ADJOURNMENT



Gainesville Regional Utilities Authority

MINUTES

**May 29, 2024, 5:30 p.m.
GRU Administration Building
301 SE 4th Avenue
Gainesville, FL 32601**

Directors Present: Chair Bielarski, Chair Craig Carter,
Vice-Chair Haslam, Eric Lawson,
Robert Skinner

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION

Director Carter led the invocation.

D. PLEDGE OF ALLEGIANCE

E. ADOPTION OF THE AGENDA

Public Comment: Jim Konish

Moved by Chair Carter

Seconded by Vice-Chair Haslam

Adoption of the agenda.

Aye (5): Chair Bielarski, Chair Carter, Vice-Chair Haslam, Eric Lawson, and
Robert Skinner

Approved (5 to 0)

F. APPROVAL OF MINUTES

No public comment.

Moved by Chair Carter
Seconded by Robert Skinner

Approval of the Minutes

Aye (5): Chair Bielarski, Chair Carter, Vice-Chair Haslam, Eric Lawson, and Robert Skinner

Approved (5 to 0)

1. **Approval of Minutes from the April 17 2024 Meeting**
2. **Approval of Minutes from the May 23 2024 Meeting**

G. CHAIR COMMENTS

Chair Bielarski shared a presentation on the budget.

1st Motion Public Comment: Jim Konish, Bobby Mermer, Armando Grundy-Gomez, Debbie Martinez, Janice Garry, Angela Casteel, Ernesto Martinez, Tyler Forrest

2nd Motion Public Comment: Jim Konish, Jeffrey Shapiro

Moved by Chair Carter
Seconded by Vice-Chair Haslam

Motion: Direct the GRU Attorney and the City Attorney to send a letter to the Supervisor of Elections Office stating that the referendum is unlawful per HB1645.

*Motion was amended.

Withdrawn

Amendment:
Moved by Chair Carter
Seconded by Eric Lawson

Amended Motion: Direct the GRU Attorney and the City Attorney to send a letter to the Supervisor of Elections Office stating that the referendum is unlawful per HB1645 and to report directly back to Chair Bielarski, rather than waiting two weeks until the next GRUA meeting.

Aye (5): Chair Bielarski, Chair Carter, Vice-Chair Haslam, Eric Lawson, and Robert Skinner

Approved (5 to 0)

H. GENERAL PUBLIC COMMENT

Jim Konish, Debbie Martinez, Bobby Mermer, Bob Chewney, Armando Grundy-Gomez, Angela Casteel, Tom Cunilio

The board members discussed their desire for more opportunities to dialogue. Comments were made regarding the potential of having a workshop for this purpose.

I. CONSENT AGENDA

J. CEO/GM COMMENTS

CEO/GM Tony Cunningham addressed some of the board's inquiries and provided updates on the state of the utility.

K. ATTORNEY COMMENTS

Folds Walker Kiersten Ballou spoke to various items related to GRU.

Chair Bielarski emphasized the use of "director" vs "member going forward, including on the agenda, etc.

L. RESOLUTIONS (Roll Call Required)

1. 2024-440 Resolution Authorizing the Issuance of Not To Exceed \$45,000,000 of Utilities System Revenue Bonds, 2024 Series A for the Purpose of Refunding the Outstanding Utilities System Revenue Bonds, 2014 Series A (B)

Public Comment: Jim Konish, Armando Grundy-Gomez

Mark Benton, Director of Accounting and Finance for Utilities, addressed some of the inquiries from the Chair, etc.

Moved by Chair Carter

Seconded by Robert Skinner

Recommendation: The GRU Authority adopt the Resolution authorizing 1) Validation and issuance of the 2024 Series A Revenue Bonds to refund the outstanding 2014 Series A Bonds; 2) the termination, amendment, or

implementation of the Swap; and 3) Repeal of prior Resolution No. 2024-187.

Item was approved unanimously per a roll-call vote.

Aye (5): Chair Bielarski, Chair Carter, Vice-Chair Haslam, Eric Lawson, and Robert Skinner

Approved (5 to 0)

M. BUSINESS DISCUSSION ITEMS

1. 2024-439 Budget Presentation: FY25 Proposed Budget (B)

The CEO/GM, Tony Cunningham, introduced the item at hand.

CFO, Claudia Rasnick and the Director of Accounting and Finance for Utilities, Mark Benton, shared a presentation on the item.

The board discussed the item and gave some recommendations to GRU staff including returning with some additional options at a future meeting.

The board also requested that a special meeting take place on June 5th in order to continue these conversations.

Recommendation: The GRU Authority receive the presentation and take any action deemed appropriate.

Heard

N. MEMBER COMMENT

The members thanked staff for their hard work and addressed some other aspects of being a part of the board.

The Chair brought up the IRP and the need to discuss the item at a future GRUA meeting.

O. ADJOURNMENT

The Chair adjourned the meeting at 9:46pm.

Christine Kunkel, GRUA Staff Liaison

File Number: 2024-484

Agenda Date: June 12, 2024

Department: Gainesville Regional Utilities

Title: 2024-484 Janitorial and Porter Services for the Eastside Operations Center (B)

Department: Gainesville Regional Utilities, Customer Support Services

Explanation: On Jan, 25, 2024, GRU Procurement received ten responses to the solicitation for Janitorial and Porter Services at the Eastside Operations Center (EOC). Services include the provision of labor, cleaning equipment, and supplies to maintain the entire EOC campus, including offices, restrooms, kitchens, conference rooms and other designated areas, including the multipurpose facility, which is used for various functions. A day porter is on site each day to assist with cleanup for large events and other unanticipated cleaning needs. The contract also includes the ability to employ additional janitorial staff during utility emergencies when staff may be working extended hours at the facilities during storm restoration efforts.

The proposed contract is a one-year contract with provisions of two one-year extensions, upon mutual agreement of the parties and negotiation of the contract prices.

Fiscal Note: Funds are available in the FY2024 budget and will be requested in subsequent year budgets.

Recommendation: The GRU Authority Board: 1) authorize the CEO/General Manager, or his designee, to execute a contract with Contractors Enterprises for janitorial services at the Eastside Operations Center, subject to approval of the GRU Attorney as to form and legality; and 2) approve the issuance of purchase orders to Contractors Enterprises in an amount not to exceed \$9,416.67 per month for FY2024 and for subsequent years of the contract, pending final appropriation of funds for each year.



Gainesville Regional Utilities
Procurement
 James Frampton, Procurement Manager
 301 SE 4th Avenue, Gainesville, FL 32601

EVALUATION TABULATION

Solicitation No. 2024-003

Janitorial and Porter Services for GRU's Eastside Operations Center

RESPONSE DEADLINE: January 25, 2024 at 2:00 pm

Report Generated: Thursday, March 28, 2024

SELECTED VENDOR TOTALS

Vendor	Total
CONTRACTORS ENTERPRISES	\$9,416.67

JANITORIAL SERVICES

CONTRACTORS ENTERPRISES			
Line Item	Description	Unit of Measure	Unit Cost
1	Eastside Operations Center (EOC) Janitorial and Porter Services	Per Month	\$9,416.67

ADDITIONAL PRICING

CONTRACTORS ENTERPRISES			
Line Item	Description	Unit of Measure	Unit Cost
2	Porter Services	Per Hour	\$18.00
3	Basic janitorial services, Building 7 ONLY	Per Occurrence	\$1,020.00

VYNIL/VCT FLOOR CLEANING

Not included in Scope of Work

CONTRACTORS ENTERPRISES			
Line Item	Description	Unit of Measure	Unit Cost
4	Less than 2,000 Square Foot	Per SF	\$0.20
5	More than 2,000 Square Foot	Per SF	\$0.20

LINOLEUM FLOOR CLEANING

Not included in Scope of Work

CONTRACTORS ENTERPRISES			
Line Item	Description	Unit of Measure	Unit Cost
6	Less than 2,000 Square Foot	Per SF	\$0.20
7	More than 2,000 Square Foot	Per SF	\$0.20

EVALUATION TABULATION

Solicitation No. 2024-003

Janitorial and Porter Services for GRU's Eastside Operations Center

TILE CLEANING

Not included in Scope of Work

CONTRACTORS ENTERPRISES			
Line Item	Description	Unit of Measure	Unit Cost
8	Less than 2,000 Square Foot	Per SF	\$0.20
9	More than 2,000 Square Foot	Per SF	\$0.20

CARPET CLEANING

Not included in Scope of Work

CONTRACTORS ENTERPRISES			
Line Item	Description	Unit of Measure	Unit Cost
10	Less than 2,000 Square Foot	Per SF	\$0.06
11	More than 2,000 Square Foot	Per SF	\$0.06

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	CONTRACTORS ENTERPRISES
RESPONDENT'S CERTIFICATION	Pass

EVALUATION TABULATION

Solicitation No. 2024-003

Janitorial and Porter Services for GRU's Eastside Operations Center

Question Title	CONTRACTORS ENTERPRISES
DRUG-FREE WORKPLACE CERTIFICATION FORM	Pass
Subcontractor Information Form (Standard)	Pass
Business Tax Receipt	Pass
Diversity and Inclusion Policy?	Pass
Do you have any Clarifications and/or Exceptions to this Solicitation?	Pass
Clarifications and Exceptions	Pass
Additional Information Checklist	Pass

EVALUATION TABULATION

General Solicitation Document - Janitorial and Porter Services for GRU's Eastside Operations Center

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EVALUATION TABULATION

Solicitation No. 2024-003

Janitorial and Porter Services for GRU's Eastside Operations Center

Question Title	CONTRACTORS ENTERPRISES
How many years has your business provided Janitorial services	Pass
Enter total number of employees that are Full Time	Pass
Enter total number of employees that are Part time.	Pass
Enter the total number of Full-Time employees expected to be assigned to this Contract.	Pass

EVALUATION TABULATION

Solicitation No. 2024-003

Janitorial and Porter Services for GRU's Eastside Operations Center

Question Title	CONTRACTORS ENTERPRISES
Enter the total number of Part-Time employees expected to be assigned to this Contract.	Pass

Question Title	H.C. Warner, Inc.	SCSI, Southern Cleaning Service Inc	1st choice All-Purpose (Excluded)
RESPONDENT'S CERTIFICATION	No Response		Pass
DRUG-FREE WORKPLACE CERTIFICATION FORM	No Response		Pass
Subcontractor Information Form (Standard)	No Response		Pass
Business Tax Receipt	No Response		Pass
Diversity and Inclusion Policy?	No Response	No Response	No Response
Do you have any Clarifications and/or Exceptions to this Solicitation?	No Response		Pass

EVALUATION TABULATION

General Solicitation Document - Janitorial and Porter Services for GRU's Eastside Operations Center

EVALUATION TABULATION

Solicitation No. 2024-003

Janitorial and Porter Services for GRU's Eastside Operations Center

Question Title	H.C. Warner, Inc.	SCSI, Southern Cleaning Service Inc	1st choice All-Purpose (Excluded)
Clarifications and Exceptions	No Response	No Response	No Response
Additional Information Checklist	No Response		Pass
How many years has your business provided Janitorial services	No Response		Pass
Enter total number of employees that are Full Time	No Response		Pass
Enter total number of employees that are Part time.	No Response		Pass
Enter the total number of Full-Time employees expected to be assigned to this Contract.	No Response		Pass
Enter the total number of Part-Time employees expected to be assigned to this Contract.	No Response		Pass

EVALUATION TABULATION

General Solicitation Document - Janitorial and Porter Services for GRU's Eastside Operations Center

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GRU CONTRACT FY 2024 - 0104
JANITORIAL AND PORTER SERVICES FOR GRU'S EASTSIDE
OPERATIONS CENTER

Gainesville Regional Utilities

301 SE 4th Avenue

Gainesville, FL 32601



Gainesville Regional Utilities
GENERAL CONTRACT/AGREEMENT

Janitorial and Porter Services for GRU's Eastside Operations Center

I.	Introduction.....
II.	General Terms And Conditions
III.	Supplemental Conditions.....
IV.	Signatures.....

1. Introduction

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES, AND CONTRACTORS ENTERPRISES, INC
FOR**

Janitorial and Porter Services for GRU's Eastside Operations Center

THIS CONTRACT is made and entered into with an effective date of Wednesday, May 1, 2024, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), with offices located at 301 SE 4th Ave, Gainesville, FL 32601, and Contractors Enterprises, Inc. ("CONTRACTOR"), a Florida Corporation, with its principal place of business at 1903 High Rd Tallahassee, FL 32303, individually referred to as "Party" or collectively as "Parties".

WHEREAS, GRU requires Janitorial Services at Eastside Operations Center; and

WHEREAS, GRU issued a Solicitation on December 14, 2023 for Janitorial Services at Eastside Operations Center; and

WHEREAS, Contractors Enterprises, Inc. submitted a Response dated January 25, 2024, to provide Janitorial Services at Eastside Operations Center; and

WHEREAS, the Gainesville Regional Utilities Authority (GRUA) approved GRU entering into a contract with Contractors Enterprises, Inc. on May 1, 2024, for Janitorial Services at Eastside Operations Center; and

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

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

- A. Contractors Enterprises, Inc shall provide Janitorial Services at Eastside Operations Center as detailed in the Technical Specifications in accordance with the General and Supplemental Terms and Conditions, and the Special Instructions.
- B. GRU shall pay to Contractors Enterprises, Inc. for the faithful performance of this Contract according to the pricing schedule attached hereto. Adjustments to price may be requested by the Contractor at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. Contractor shall provide documentation for any such price increase and the price increase shall not exceed the Producer's Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

C. TERM

This Contract shall commence on the April 1, 2024, and terminate on April 1, 2026. The Contract may be extended for two (2) additional one (1) year period upon mutual agreement of the Parties. Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

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

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

- A. Contractor shall have been in the janitorial business for a minimum of four (4) years.
- B. Contractor shall maintain a minimum of five (5) employees to perform the work.
- C. Contractor shall maintain a minimum of five (5) employees to perform the work at all times during the term of the contract excluding temporary or day labor employees.

The contractor must be registered to do work in the State of Florida.

GRU normal business hours are Monday through Friday 8:00 AM to 5:00 PM. Contractor(s) may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

GRU is not open on the following holidays:

New Year's Day	Veterans Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	Additional Christmas Holiday (day before or after Christmas)
Labor Day	

The Work shall be performed at Eastside Operations Center, 4747 North Main Street, Gainesville Florida 32609.

- GRU's (EOC), Building 1-9 Guard House, and Fuel Island.

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

- A. Basic Service is to be completed three times weekly, Monday, Wednesday, and Friday 5:00pm – 10:00pm.
- B. Weekly, Quarterly, and Semi-Annual Service – to be performed during Basic Service Cleaning schedule hours.
- C. When scheduled service days fall on an observed holiday, alternate dates shall be specified and submitted to GRU for approval thirty (30) days in advance of observed holiday.
- D. Due to security concerns, janitorial services for GRU's Information Technology area located in Building 1, 1st Floor shall be performed Monday, Wednesday, and Friday during the hours of 8:00am and 4:00pm.
- A. The Porter shall service Monday through Friday 8:00 AM to 5:00 PM, excluding observed Holiday.
- B. The Porter shall service building 7 prior to 8:30am Monday through Friday.

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

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

- A. Porter services are needed to ensure that facilities are kept clean and tidy for general use by both the public and City/GRU employees. In addition to responding to incidental janitorial needs, porters are responsible for monitoring and servicing all common areas, restrooms, kitchens and break areas, by picking up trash, recyclables (if needed), restocking paper products, soap and hand sanitizer, etc.
- B. Day porters will be expected to have a working cell phone on their person provided by the contractor and respond to service calls within 15 minutes.
- C. All trash cans located outside buildings 1-9 and the fuel island shall be checked and emptied as needed daily by the porter.
- A. Trash pick-up: All trash receptacles will be emptied into waste containers outside the building. The proper trash liner shall be replaced when food or liquid is present in the bag otherwise paper items can be dumped into the janitor's waste container. Receptacles will be cleaned and disinfected when containers are soiled by food and drink remains. Relocate co-mingled renewable to a location designated by the GRU contract manager. Wet trash can liners shall not be temporarily placed on the carpet.
- B. Recyclable Containers: The Porter Service and Basic Janitorial Service shall include emptying the "Co-Mingled Recyclable Containers" from all buildings. The contractor is responsible for taking the Co-mingled recyclables to the proper bin located by the household dumpsters. Cardboard recyclables are to be taken to the proper cardboard dumpster or compactor.
- C. Hard or Tile Floors: All hard and tile floor areas will be swept or dust mopped and cleaned with a wet mop and the appropriate cleaning solution for spills, stains, etc., where required.
- D. Carpeted Areas: All carpeted areas will be vacuumed and spot cleaned as needed based on a daily visual inspection by the Contractor's supervisor. All carpeted areas under leg base obstructions will be vacuumed weekly and carpeted areas under flush base obstructions will be vacuumed as required. Vacuums used will be of a double insulated motor type set to the proper height adjustment.
- E. Glass and Mirrors: Entrance glass doors, interior glass doors and mirrors shall be cleaned each visit.
- F. Entrance Ways: Outside entrance stoops and porches shall be swept and cobwebs shall be removed from the entrance ways upon each visit.
- G. Restrooms: All restrooms, commodes, urinals, showers, and lavatories will be cleaned and sanitized using detergents and any other cleaners necessary to keep them free from discoloration, encrustation, dirt, scum and objectionable odors. Sanitary napkin disposal units will be emptied each visit. Fingerprints, soap, soil spots, etc. will be removed from mirrors, doors, partitions, walls, and woodwork. Floors will be swept and mopped with a soap solution. The contractor shall restock all consumable products including toilet paper, paper towels and

soap. The contractor shall dust with a long handle duster high surface such as walls, doors and ceiling vents.

- H. Dusting: Desks, tables, furniture and other horizontal surfaces will be dusted and cleaned with appropriate cleaners. Computer room areas shall be dry cleaned using spray buff system to prevent shortage in electric equipment.
- I. Stairways and Landings: Stairways and landings shall be swept and mopped. Spots and marks on the walls shall be removed. Handrails shall be cleaned.
- J. Elevators: Elevator doors, walls and floors and tracks shall be cleaned and vacuumed.
- K. Replenish Supplies: Soap dispensers, paper towels, toilet tissue, etc. shall be checked and replenished.
- L. Kitchen, Cafeterias and Ready Rooms: Clean and disinfect countertops, exterior appliance surfaces, tables, sinks, and inside of microwave ovens.
- M. Water fountains: Water fountains surfaces shall be clean and free from streaks, film, deposits or stains. All adjacent surfaces shall be wiped clean and dry.
 - A. Glass: Clean all inside glass, including partition glass, glass doors, window walls, transom windows and display cases on the interior part of buildings.
 - B. Hard and Tile Floors: All hard and tile floors, stairways and landings shall be swept, mopped with a suitable cleaner, scrubbed, rinsed and damp mopped until relatively dry. In areas where a finish needs to be reapplied in order to retain high gloss, the floor area must be completely clean prior to refinishing.
 - C. General Cleaning: Furniture, chairs, cabinets, clothes racks, picture frames, doors, window ledges or any other items in the area that required dusting shall be cleaned and/or dusted weekly. Dusting will be required above and below eye height. Any foreign matter that cannot be removed when dusting will be spot-cleaned with appropriate cleaners. Furniture with fabric upholstery shall be vacuumed and spot cleaned with appropriate cleaners as needed. Telephones shall be cleaned using an appropriate cleaner, as needed. Room corners, tops of baseboards, edges of floors and areas under leg base obstructions shall be cleaned. Remove cobwebs, empty and clean urns. Sweep and mop interior stairwells. Sweep exterior stairs and landings.
 - D. Carpeted Areas: Contractor shall vacuum all carpet areas weekly.
 - A. Glass: All other interior glass and exterior ground floor glass area entrances not cleaned on a weekly basis will be cleaned once every three months.
 - B. Blinds and Drapes: Blinds and drapes shall be dusted or vacuumed as appropriate and performed simultaneously with the window cleaning.

- C. Trash receptacles: shall be thoroughly cleaned and disinfected.
- A. Ceiling and Vents: Clean ceiling panels and vents.
- B. Glass: Clean all interior glass not previously specified and the exterior of ground floor glass with appropriate cleaners.
- C. Blinds and Drapes: Clean window or door blinds and vacuum drapes. This work shall be performed simultaneously with associated window cleaning.
- D. Tile and other Hard Floors: All tiled and hard floors shall be completely stripped and cleaned. A new finish shall be applied using suitable products. Floors which are no-wax shall be cleaned appropriately. Applied polish or wax shall have a uniform appearance and be free from streaks, spots and standing water. All waxed floor areas shall be buffed sufficiently for maximum gloss and uniform sheen leaving no soiling or heavy marks.
- E. Tile and Hard Floors Maintenance: Waxed floors shall be buffed on an as-needed basis using a high-speed buffing machine to maintain the sheen on the floor. After the buffing, the floors (including baseboards and floor edges) shall be dust mopped to remove dust.
- A. Service Calls for cleaning shall consist of providing miscellaneous minor cleaning tasks beyond the scope of basic services.
- B. Service call work shall consist of providing labor and material to perform unscheduled janitorial services and will be paid under the firm fixed-price portion of the contract.
- A. Contractor shall provide floor stripping, waxing or buffing of tile and other hard floor areas in all buildings twice yearly beginning within one month of the commencement of the contract.
- B. Clean, disinfect and restock bathrooms and showers.
- C. Clean in and under microwaves.
- D. Clean offices that are left open.
- E. Wipe down breakroom counters, tables, water fountain and sink.
- F. Refrigerator does not require cleaning.
- G. Dust conference room and hall guest chairs weekly.
- H. Entrance door mats will need to be cleaned and beaten to get the dirt out of on every visit.
- A. The contractor shall provide all labor, supplies, supervision, tools, materials, equipment, and transportation necessary to provide janitorial services in accordance with the specifications.
- B. Contractor is responsible for supplying all labor, equipment, cleaners, supervision, tools, materials and transportation required to provide janitorial services in accordance with this specification. The Contractor shall provide vacuum cleaners, mops, brooms, cleaners, gloves and

other equipment required to perform the work. All cleaning chemicals used by Contractor shall be approved by GRU.

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

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

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

A. Floor Sweeping:

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

B. Damp Mopping:

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

C. Floor Cleaning:

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

D. Dusting:

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

E. Plumbing Fixtures and Toilet Rooms:

- Plumbing fixtures and toilet rooms shall not have any objectionable odors. Toilet bowls, washbowls and urinals shall be clean and bright without soap film. Soap dispensers shall be

filled. Marks on walls and fixtures shall be removed. Floors, wainscoting and partition walls, metal fixtures, other hardware and adjacent surfaces shall be clean and bright.

F. Water fountains:

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

G. Glass and Mirror Cleaning:

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

H. Metal Cleaning:

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

I. Surface Spot Cleaning:

- Surfaces shall be spot cleaned to remove handprints, coffee stains or other soils.

J. Vacuuming:

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

K. Floor Waxing or Refinishing:

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

L. Carpet Extraction Cleaning:

- Prior to steam cleaning, carpets and rugs shall be vacuumed free of all loose soil and debris. Carpets and rugs shall be steam cleaned free of streaks, stains, and spots, and shall have a uniform color. Trained technicians using truck-mounted equipment will perform all carpet cleaning. Contractor may utilize a subcontractor to perform the cleaning with the prior approval of GRU. If a subcontractor is utilized, it will be the Contractor's responsibility to oversee the work to insure that is performed as specified. Carpet cleaning will be treated as a separate service is not included in this contract.

M. Tile and other Hard Floors:

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

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

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

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

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

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

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

- Contractor's emergency contacts. (Name, phone number, etc.)
- A copy of Contract Technical Specifications.
- Service schedules.
- Safety Data Sheets for cleaning products.

2. General Terms And Conditions

2.1. 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.

2.2. 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 this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

2.3. CHANGE ORDERS

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

1. made in writing,
2. signed by the authorized representative(s), and
3. accepted by Contractor.

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

1. the general Scope of Work,
2. the schedule,
3. administrative procedures not affecting the conditions of the Contract, or
4. the Contract price.

2.4. NOTICES

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor physical address and email. Notices to GRU are deemed to have been properly sent when emailed, 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.

2.5. PAYMENT

- A. **Invoicing.** Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27 Gainesville, FL 32614-7118 or e-mailed to accountspayable@gru.com.
- B. **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.
- C. **Payment Terms.** Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.
- D. **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.
- E. **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.

2.6. 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.

2.7. 2.7.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: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

2.8. VERIFICATION OF EMPLOYEES

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

1. 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
2. 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. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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.

2.13. 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.

2.14. ADVERTISING

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

2.15. 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.

2.16. 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.

2.17. DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement;

unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- A. 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:
 - 1. 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.
 - 2. 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.
- B. Request for Trade Secret or Otherwise Confidential and Exempt Information.
 - 1. 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.
 - 2. 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.
 - 3. 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.
 - 4. 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.

- C. "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.

2.18. 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:

- A. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.
- B. 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.
- C. 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.
- D. 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.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

2.19. SALES TAX

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

2.20. 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.

2.21. CAPTIONS AND SECTION HEADINGS

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

2.22. COUNTERPARTS

This agreement 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.

2.23. ATTACHMENTS

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

3. Supplemental Conditions

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

3.1. CONDUCT OF THE WORK.

Contractor(s) 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(s) shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor(s) in the performance of this Contract. Contractor(s) will assign only competent and skilled workers to perform the Work. All of Contractor(s)'s personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor(s)'s sole direction, supervision and control at all times and in all places. Contractor(s)'s employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor(s) 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(s) shall not represent to others that, as the Contractor(s), it has the authority to bind GRU to any third-party agreement.

3.2. CONTRACTOR(S) RESPONSIBILITIES.

- A. Performance. Contractor(s) shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor(s) 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.
- B. Project Related Requirements. Contractor(s) 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(s) and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

3.3. COOPERATION/ COORDINATION.

- A. 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.
- B. Work by GRU. GRU reserves the right to perform activities in the area where the Work is being performed by Contractor(s).
- C. Work by Other Contractor(s). GRU reserves the right to permit other Contractor(s) to perform work within the same work area. Contractor(s) 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.

- D. Coordination. Contractor(s) 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(s) will afford GRU and other Contractor(s)s reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

3.4. INDEMNIFICATION.

- A. Contractor(s) 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 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(s), its agents, employees, partners, or subcontractors.
- B. Further, Contractor(s) 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)'s products or GRU's operation or use of Contractor(s)'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)'s opinion is likely to become the subject of such a suit, Contractor(s) 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(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) 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.
- C. Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s)
1. written notice of any action or threatened action,
 2. defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.
- D. The provisions of this section shall survive the termination or expiration of this Contract.
- E. The Contractor(s) shall indemnify and hold harmless GRU from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person,

persons, or property by or from the Contractor(s) or by or in consequence of any neglect in safeguarding the work through use of unacceptable materials or workmanship or by or on account of any activity or omission, neglect or misconduct of the Contractor(s) or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" and non-compliance with any local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act. This guarantee is in addition to and not intended as a limitation to any other warranty, express or implied. The City of Gainesville has adopted a Resolution that formally adopts the policy that the City does not contractually agree to indemnify other parties except in certain limited circumstances. The provisions of this section shall survive the termination or expiration of this Contract.

- F. Pursuant to Section 725.08, Florida Statutes, **this** Contract qualifies as a professional services contract and Contractor(s) qualifies as a design professional, as defined under Chapter 471 of the Florida Statutes. Notwithstanding the provisions of Section 725.06, Florida Statutes, Contractor(s) agrees to indemnify and hold harmless GRU, its elected officials, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the Contractor(s) in the performance of this Contract.
- G. Contractor(s) represents and warrants that Contractor(s) shall not infringe a trademark, copyright, patent, trade secret or any such intellectual property right in the performance of this Contract. In the event of an infringement suit related to or resulting from this Agreement, Contractor(s) represents and warrants that GRU will not be liable for any damages or royalties if applicable.

3.5. DAMAGE TO WORK

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor(s) who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor(s) 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)'s own risk. Contractor(s) is not relieved of a requirement of the specifications on the plea of error.

3.6. 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.

3.7. 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)'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(s) 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)'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(s) is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

3.8. DEFAULT

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

3.9. TERMINATION

- A. Termination for Convenience. GRU may, by providing thirty "30" calendar days written notice to Contractor(s), terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor(s) 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(s) for goods and services accepted as of the date of termination, and for Contractor(s)'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.
- B. Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor(s) materially breaches this Contract by:
 - a. refusing, failing or being unable to properly manage or perform;

- b. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
 - c. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
 - d. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
 - e. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
 - f. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor(s).
- C. 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(s) with thirty (30) calendar day's written notice to Contractor(s).

3.10. FORCE MAJEURE

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

- A. the non-performing Party is without fault in causing such default or delay; and
- B. such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to:
 - 1. 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.

3.11. LIMITATION OF GRU'S LIABILITY

To the fullest extent permitted by law, GRU shall not be liable to Contractor(s) 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.

3.12. WORK HOURS

GRU normal business hours are Monday through Friday 8:00 AM to 5:00 PM. Contractor(s) may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

3.13. PERFORMANCE TIME

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

3.14. COMPLETION OF WORK

- A. 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.
- B. 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.

3.15. DELIVERY

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

3.16. INSURANCE

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

3.17. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: \$1,000,000 combined single limit for bodily injury and property damage

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

3.18. WARRANTY/GUARANTEE

- A. Contractor(s) 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(s) agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.
- B. No provision contained in the Specifications shall be interpreted to limit Contractor(s)'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(s) will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor(s) must indicate if any warranty is being provided by either Contractor(s) 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(s) must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor(s) is not able to provide such warranty.
- C. All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

3.19. 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.

- A. **Confinement to Work Area/Parking.** Contractor(s)'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(s) and its employees shall park personal vehicles and equipment in areas designated by GRU.
- B. **Sanitation.** If sanitary facilities are available near the work site, Contractor(s) 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(s) is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor(s). If responsible for providing sanitary facilities, Contractor(s) 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.
- C. **Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.**
 - 1. The Contractor(s) 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(s) must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency.
 - 2. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any workplace hazards.
 - 3. 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.
 - 4. 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.

3.20. WARRANTY OF TITLE

Contractor(s) 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.

3.21. 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.

3.22. CONTRACTOR(S)' RESPONSIBILITIES

- A. Contractor(s) 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.
- B. Contractor(s) 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(s) 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)'s preferred, third-party vendors (e.g., Hire Right, A-Check Global).
- C. Contractor(s) shall require all of the Employees to self-report in writing to Contractor(s) 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(s) 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(s) within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

3.23. ORDER OF PRECEDENCE

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

- A. Any modification to this Contract
- B. Contract
- C. GRU Technical Specifications
- D. GRU Supplemental Conditions
- E. GRU General Conditions
- F. GRU Instructions
- G. Contractor(s) Response

4. Signatures

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

CONTRACTORS ENTERPRISES, INC

BY: _____
Nicoliss Johnson
Owner

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

BY: _____
Andrew Drummond
Facilities Manager

Approved as to form and legality:

Bianca Lherisson
Assistant City Attorney II

Procurement Representative:

Nelson Delcasio
Procurement Specialist

GENERAL SOLICITATION DOCUMENT

2024-003

JANITORIAL AND PORTER SERVICES FOR GRU'S EASTSIDE OPERATIONS CENTER

Gainesville Regional Utilities

301 SE 4th Avenue

Gainesville, FL 32601



RELEASE DATE: December 14, 2023

DEADLINE FOR QUESTIONS: January 15, 2024

RESPONSE DEADLINE: January 25, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

Gainesville Regional Utilities
GENERAL SOLICITATION DOCUMENT

Janitorial and Porter Services for GRU's Eastside Operations Center

1.0	Introduction
2.0	Instructions
3.0	Pricing Proposal
4.0	Technical Specifications/Scope of Work.....
5.0	General Terms and Conditions
6.0	Supplemental Conditions
7.0	Response Submittals

1. Introduction

1.1. Summary

GRU requires janitorial and porter services at GRU's Eastside Operations Center (EOC) which applies to all designated spaces including, but not limited to, halls, restrooms, offices, work areas, entrance ways, lobbies, storage areas, elevators, stairways, walkways, break rooms, and kitchens.

1.2. Background

Gainesville Regional Utilities (GRU) is a multi service utility company which serves approximately 93,000 customers. The utility offers electric, natural gas, water, waste water and telecommunication services. GRU is governed by a five-member Utility Board, members of which are appointed by the Governor of Florida, and which may prescribe, revise, and collect fees or charges for GRU services and facilities. Since its formation, GRU's service area has grown through annexations and consolidations. In an effort to provide safe, reliable electric services, GRU is looking for Contractors who provide labor and equipment for electric distribution line clearance, tree trimming, right-of-way maintenance, weed control, storm clean-up and related work in the GRU service area.

1.3. Contact Information

Amy Broskey

Procurement Specialist
301 Southeast 4th Avenue
Gainesville, FL 32601
Email: broskeyar@gru.com
Phone: [\(352\) 393-1254](tel:(352)393-1254)

Department:

Procurement

1.4. Timeline

Release Project Date	December 14, 2023
Pre-Proposal Meeting (Mandatory)	January 10, 2024, 9:00am 4747 North Main Street, Gainesville Florida 32609
Question Submission Deadline	January 15, 2024, 5:00pm
Proposal Submission Deadline	January 25, 2024, 2:00pm

2. Instructions

2.1. DEFINITION OF TERMS FOR INSTRUCTIONS

- Addendum/Addenda: Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.

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

2.2. **PRE-BID OR PRE-PROPOSAL MEETING. (Mandatory)**

A **mandatory** meeting will be held on **Wednesday, January 10, 2024 beginning at 9:00 am at 4747 North Main Street, Gainesville Florida 32609. Responses will only be accepted from companies that had a representative in attendance at the Pre-Bid/Proposal meeting.**

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

Representatives arriving to the Pre-Bid/Proposal Meeting more than 10 minutes late will not be allowed to participate in the meeting.

Personal protection equipment will be required for site visit (hard hat, closed shoes, mask, hearing protection, etc.) GRU **will not** furnish these items.

2.3. **EXAMINATION OF SOLICITATION DOCUMENTS AND WORK SITE.**

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

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

2.4. INTERPRETATIONS AND ADDENDA.

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

2.5. 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. All blanks on the Respondent's Certification Form must be legibly completed in ink (computer printed, typed or handwritten).
- C. 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.
- D. The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).
- E. Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Certification Form.
- F. Costs for developing a response to the Solicitation are the sole obligation of the Respondent.
- G. Respondent's pricing must include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com.

2.6. PRICE.

- A. 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.

- B. 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.

2.7. DEVIATIONS FROM SPECIFICATIONS.

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

2.8. 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.

1. Access procurement documents and related information.
2. Receive automatic and instant notifications of government opportunities.
3. Download solicitation documents and specifications online.
4. Submit your bids and proposals online.
5. See all the forms and documents you need to complete in one place.
6. Receive and respond to government requests for quotes immediately.
7. 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](#). ***Bidders 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 bidder 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.

2.9. SOLICITATION RESPONSE.

- A. Bids may be received up to but not later than 2:00 pm and Thursday, January 25, 2024 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.

- B. 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 Utilities Purchasing.
- C. 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.
- D. 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/72458>

2.10. MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION.

- A. Changes to a vendor's bid submittals in [GRU's eProcurement Portal](#) can be made up to the deadline date for the bid submittal.
- B. After responses have been opened, corrections to the response are permitted only to the extent that
 - 1. Respondent can show by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Response;
 - 2. the nature of the mistake is evident; and
 - 3. the intended pricing is evident.

2.11. TERMS OF AWARD.

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

- 1. GRU reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by GRU. GRU may conduct such investigation as GRU deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.

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

2.12. PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.

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

2.13. DISCLOSURE, CONFIDENTIALITY.

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida

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

1. 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:

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

2. Request for Trade Secret or Otherwise Confidential and Exempt Information.

- a. 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.
- b. 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.
- c. 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. GRU shall not be obligated to assist in Contractor's defense.
- d. 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.

2.14. LOBBYING.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period as defined in Florida Statutes Chapter 287.057 (25), except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

2.15. CONE OF SILENCE (BLACKOUT PERIOD).

Pursuant to Chapter 287.057 (25), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.16. COLLUSION.

- A. 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.
- B. 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.
- C. 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.

2.17. DEBARMENT/SUSPENSION/TERMINATION.

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

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

- (j) The foregoing is supplemental to any applicable provisions of Section 287.133, Florida Statutes (F.S.), as amended. In the event of any conflict between this provision and the requirements of said statute, the statute shall prevail.

REJECTION OF BIDS/TERMINATION OF CONTRACT

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

2.18. PANDEMIC CONDITIONS SAFETY GUIDELINES

COVID-19 has changed the jobsite. Contractors need to work with owners to identify potential risks on each site during construction activities and develop a safety plan for their employees, visitors and inspectors. Contractors need to review and enhance their infection control plans to include awareness, training, and use of personal protective equipment.

Below are some of the practices and precautions being used and implemented across jobsites:

- Review and adjust project schedules to allow for social distancing, including staggered work scheduling and extra shifts to physically separate employees working on site.
- Develop a written policy with provisions to inform employees and for enforcement.
- Complete a health survey prior to entering a work site.
- Conduct job site safety briefings remotely and do not report to construction trailers.
- Provide facilities and procedures for proper disposal and removal of used cleaning and PPE supplies.
- Eliminate coffee and lunch trucks and use of centralized gathering or eating areas. Advise employees to bring their own food, drink, and utensils.
- Encourage employees to change and wash clothing when they get home or to use on site facilities, if available.
- Prepare additional contingency plans for potential reduction in work force, limited material supplies, or the need to suspend a job site for cleaning.
- Plan for maintaining job sites safely and securely during any shut down periods, including from fires during construction and potential exposure hazards.
- Work with owners and facility managers to ensure essential ITM work is continued, systems remain in service, and impairments continue to be addressed immediately.
- Work with building and fire officials to schedule plan reviews, permitting, and field inspections.

- Review and comply with OSHA requirements for employers to prevent employee exposure to the virus including PPE standards requiring gloves, goggles or safety glasses, face protection, and respiratory protection.

The CDC has not made specific recommendations for the construction industry regarding COVID exposures; however, the published best practices include:

- Monitor and follow WHO/CDC/OSHA recommendations.
 - www.coronavirus.com
 - www.cdc.gov/coronavirus
 - <https://www.osha.gov/Publications/OSHA3990.pdf>
- Monitor and follow federal, state, and local government mandates and recommendations.
- Practice social distancing as recommended by the CDC to include maintaining a six-foot distance, no shaking hands, no gathering of more than ten (10) people, covering mouth and nose when sneezing or coughing, and avoid touching your face.
- Stay home if you are sick.
- Provide a process to recognize and remove sick employees.
- Provide facilities for and encourage frequent hand washing and sanitizing.
- Allow and encourage employees to work from home where possible.
- Provide additional resources and technology to assist remote employees.
- Cancel in person meetings and shift meetings to online.
- Only allow essential employees in the office and on job sites.
- Eliminate visitors.
- Eliminate travel.
- Make provisions for additional cleaning including restrooms, equipment, tools, and commonly touched areas.

2.19. TERM OF AGREEMENT

The term of this Contract shall commence on the effective date and terminate on April 1, 2026.

This Contract may be extended for two (2) additional one (1) year periods, upon mutual agreement of the Parties.

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

3. **Pricing Proposal**

JANITORIAL SERVICES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Eastside Operations Center (EOC) Janitorial and Porter Services	Per Month		

ADDITIONAL PRICING

Line Item	Description	Unit of Measure	Unit Cost	No Bid
2	Porter Services	Per Hour		
3	Basic janitorial services, Building 7 ONLY	Per Occurrence		

VYNIL/VCT FLOOR CLEANING

Not included in Scope of Work

Line Item	Description	Unit of Measure	Unit Cost	No Bid
4	Less than 2,000 Square Foot	Per SF		
5	More than 2,000 Square Foot	Per SF		

LINOLEUM FLOOR CLEANING

Not included in Scope of Work

Line Item	Description	Unit of Measure	Unit Cost	No Bid
6	Less than 2,000 Square Foot	Per SF		
7	More than 2,000 Square Foot	Per SF		

TILE CLEANING

Not included in Scope of Work

Line Item	Description	Unit of Measure	Unit Cost	No Bid
8	Less than 2,000 Square Foot	Per SF		
9	More than 2,000 Square Foot	Per SF		

CARPET CLEANING

Not included in Scope of Work

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	Less than 2,000 Square Foot	Per SF		
11	More than 2,000 Square Foot	Per SF		

4. Technical Specifications/Scope of Work

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

4.1. Scope

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

4.2. Scope of Work

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

4.3. Contractor Requirements

- A. Contractor shall have been in the janitorial business for a minimum of four (4) years.
- B. Contractor shall maintain a minimum of five (5) employees to perform the work.
- C. Contractor shall maintain a minimum of five (5) employees to perform the work at all times during the term of the contract excluding temporary or day labor employees.

4.4. Permits

The contractor must be registered to do work in the State of Florida.

4.5. Work Hours

GRU normal business hours are Monday through Friday 8:00 AM to 5:00 PM. Contractor(s) may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

4.6. Holidays

GRU is not open on the following holidays:

New Year's Day	Veterans Day
Martin Luther King Jr's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving

Juneteenth

Christmas Day

Independence Day

Additional Christmas Holiday (day before or after Christmas)

Labor Day

4.7. Job Site

The Work shall be performed at Eastside Operations Center, 4747 North Main Street, Gainesville, Florida 32609.

- GRU's (EOC), Building 1-9 Guard House, and Fuel Island.

4.8. Building Square Footages

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

4.9. Janitorial Cleaning Schedule

- Basic Service is to be completed three times weekly, Monday, Wednesday, and Friday 5:00pm – 10:00pm.
- Weekly, Quarterly, and Semi-Annual Service – to be performed during Basic Service Cleaning schedule hours.
- When scheduled service days fall on an observed holiday, alternate dates shall be specified and submitted to GRU for approval thirty (30) days in advance of observed holiday.
- Due to security concerns, janitorial services for GRU's Information Technology area located in Building 1, 1st Floor shall be performed Monday, Wednesday, and Friday during the hours of 8:00am and 4:00pm.

4.10. Porter Service Hours

- The Porter shall service Monday through Friday 8:00 AM to 5:00 PM, excluding observed Holiday.
- The Porter shall service building 7 prior to 8:30am Monday through Friday.

4.11. Schedule Changes

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

4.12. Floor Cleaning Schedule

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

4.13. Porter Services

- A. Porter services are needed to ensure that facilities are kept clean and tidy for general use by both the public and City/GRU employees. In addition to responding to incidental janitorial needs, porters are responsible for monitoring and servicing all common areas, restrooms, kitchens and break areas, by picking up trash, recyclables (if needed), restocking paper products, soap and hand sanitizer, etc.
- B. Day porters will be expected to have a working cell phone on their person provided by the contractor and respond to service calls within 15 minutes.
- C. All trash cans located outside buildings 1-9 and the fuel island shall be checked and emptied as needed daily by the porter.

4.14. Basic Janitorial Service

- A. Trash pick-up: All trash receptacles will be emptied into waste containers outside the building. The proper trash liner shall be replaced when food or liquid is present in the bag otherwise paper items can be dumped into the janitor's waste container. Receptacles will be cleaned and disinfected when containers are soiled by food and drink remains. Relocate co-mingled renewable to a location designated by the GRU contract manager. Wet trash can liners shall not be temporarily placed on the carpet.
- B. Recyclable Containers: The Porter Service and Basic Janitorial Service shall include emptying the "Co-Mingled Recyclable Containers" from all buildings. The contractor is responsible for taking the Co-mingled recyclables to the proper bin located by the household dumpsters. Cardboard recyclables are to be taken to the proper cardboard dumpster or compactor.
- C. Hard or Tile Floors: All hard and tile floor areas will be swept or dust mopped and cleaned with a wet mop and the appropriate cleaning solution for spills, stains, etc., where required.
- D. Carpeted Areas: All carpeted areas will be vacuumed and spot cleaned as needed based on a daily visual inspection by the Contractor's supervisor. All carpeted areas under leg base obstructions will be vacuumed weekly and carpeted areas under flush base obstructions will be vacuumed as required. Vacuums used will be of a double insulated motor type set to the proper height adjustment.
- E. Glass and Mirrors: Entrance glass doors, interior glass doors and mirrors shall be cleaned each visit.
- F. Entrance Ways: Outside entrance stoops and porches shall be swept and cobwebs shall be removed from the entrance ways upon each visit.

- G. Restrooms: All restrooms, commodes, urinals, showers, and lavatories will be cleaned and sanitized using detergents and any other cleaners necessary to keep them free from discoloration, encrustation, dirt, scum and objectionable odors. Sanitary napkin disposal units will be emptied each visit. Fingerprints, soap, soil spots, etc. will be removed from mirrors, doors, partitions, walls, and woodwork. Floors will be swept and mopped with a soap solution. The contractor shall restock all consumable products including toilet paper, paper towels and soap. The contractor shall dust with a long handle duster high surface such as walls, doors and ceiling vents.
- H. Dusting: Desks, tables, furniture and other horizontal surfaces will be dusted and cleaned with appropriate cleaners. Computer room areas shall be dry cleaned using spray buff system to prevent shortage in electric equipment.
- I. Stairways and Landings: Stairways and landings shall be swept and mopped. Spots and marks on the walls shall be removed. Handrails shall be cleaned.
- J. Elevators: Elevator doors, walls and floors and tracks shall be cleaned and vacuumed.
- K. Replenish Supplies: Soap dispensers, paper towels, toilet tissue, etc. shall be checked and replenished.
- L. Kitchen, Cafeterias and Ready Rooms: Clean and disinfect countertops, exterior appliance surfaces, tables, sinks, and inside of microwave ovens.
- M. Water fountains: Water fountains surfaces shall be clean and free from streaks, film, deposits or stains. All adjacent surfaces shall be wiped clean and dry.

4.15. Additional Janitorial Services to be Performed Weekly

- A. Glass: Clean all inside glass, including partition glass, glass doors, window walls, transom windows and display cases on the interior part of buildings.
- B. Hard and Tile Floors: All hard and tile floors, stairways and landings shall be swept, mopped with a suitable cleaner, scrubbed, rinsed and damp mopped until relatively dry. In areas where a finish needs to be reapplied in order to retain high gloss, the floor area must be completely clean prior to refinishing.
- C. General Cleaning: Furniture, chairs, cabinets, clothes racks, picture frames, doors, window ledges or any other items in the area that required dusting shall be cleaned and/or dusted weekly. Dusting will be required above and below eye height. Any foreign matter that cannot be removed when dusting will be spot-cleaned with appropriate cleaners. Furniture with fabric upholstery shall be vacuumed and spot cleaned with appropriate cleaners as needed. Telephones shall be cleaned using an appropriate cleaner, as needed. Room corners, tops of baseboards, edges of floors and areas under leg base obstructions shall be cleaned. Remove cobwebs, empty and clean urns. Sweep and mop interior stairwells. Sweep exterior stairs and landings.
- D. Carpeted Areas: Contractor shall vacuum all carpet areas weekly.

4.16. Additional Janitorial Services to be Performed Quarterly

- A. Glass: All other interior glass and exterior ground floor glass area entrances not cleaned on a weekly basis will be cleaned once every three months.

- B. Blinds and Drapes: Blinds and drapes shall be dusted or vacuumed as appropriate and performed simultaneously with the window cleaning.
- C. Trash receptacles: shall be thoroughly cleaned and disinfected.

4.17. Additional Janitorial Services to be Performed Semi-Annually

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

4.18. Special Cleaning

- A. Service Calls for cleaning shall consist of providing miscellaneous minor cleaning tasks beyond the scope of basic services.
- B. Service call work shall consist of providing labor and material to perform unscheduled janitorial services and will be paid under the firm fixed-price portion of the contract.

4.19. Additional Scheduled Service/ Requirements

- A. Contractor shall provide floor stripping, waxing or buffing of tile and other hard floor areas in all buildings twice yearly beginning within one month of the commencement of the contract.
- B. Clean, disinfect and restock bathrooms and showers.
- C. Clean in and under microwaves.
- D. Clean offices that are left open.
- E. Wipe down breakroom counters, tables, water fountain and sink.
- F. Refrigerator does not require cleaning.
- G. Dust conference room and hall guest chairs weekly.
- H. Entrance door mats will need to be cleaned and beaten to get the dirt out of on every visit.

4.20. Equipment and Supplies Contractor to Provide

- A. The contractor shall provide all labor, supplies, supervision, tools, materials, equipment, and transportation necessary to provide janitorial services in accordance with the specifications.
- B. Contractor is responsible for supplying all labor, equipment, cleaners, supervision, tools, materials and transportation required to provide janitorial services in accordance with this specification. The Contractor shall provide vacuum cleaners, mops, brooms, cleaners, gloves and other equipment required to perform the work. All cleaning chemicals used by Contractor shall be approved by GRU.

4.21. Equipment and Supplies GRU to Provide

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

4.22. Safety

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

4.23. Emergency Assistance

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

4.24. Standards of Workmanship

- A. **Floor Sweeping:**
 - Floors which have been swept properly will not have dust streaks or marks or have dirt in corners, below radiators, behind doors or under furniture. Furniture or other equipment moved during sweeping will be returned the original position. Wall bases, equipment, doors, and furniture will not be damaged or marked by sweeping or mopping. After sweeping, the room will appear orderly.
- B. **Damp Mopping:**
 - Damp-mopped floors shall have a clean appearance and be free from streaks, smears, dirt, residue and water. Damp-mopping shall be accomplished by using a cotton mop, detergent solution and clean water.
- C. **Floor Cleaning:**
 - Scrubbed floors or cleaned carpets shall have no embedded dirt, cleaning solution, film, stains, marks or excess water.
- D. **Dusting:**

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

E. Plumbing Fixtures and Toilet Rooms:

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

F. Water fountains:

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

G. Glass and Mirror Cleaning:

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

H. Metal Cleaning:

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

I. Surface Spot Cleaning:

- Surfaces shall be spot cleaned to remove handprints, coffee stains or other soils.

J. Vacuuming:

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

K. Floor Waxing or Refinishing:

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

L. Carpet Extraction Cleaning:

- Prior to steam cleaning, carpets and rugs shall be vacuumed free of all loose soil and debris. Carpets and rugs shall be steam cleaned free of streaks, stains, and spots, and shall have a uniform color. Trained technicians using truck-mounted equipment will perform all carpet cleaning. Contractor may utilize a subcontractor to perform the cleaning with the prior approval of GRU. If a subcontractor is utilized, it will be the Contractor's responsibility to oversee the work to insure that is performed as specified. Carpet cleaning will be treated as a separate service is not included in this contract.

M. Tile and other Hard Floors:

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

4.25. Contractor's Responsibilities for Chemical Safety

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

4.26. Contractor's Responsibilities for Safety

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

4.27. Contractor's Responsibilities for Security

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

4.28. Contractor's Responsibilities for Changes to Work Scope

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

4.29. Contractor's Responsibilities for Communication

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

4.30. Communications/Janitorial Services Reports

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

- Contractor's emergency contacts. (name, phone number, etc.)
- A copy of Contract Technical Specifications.
- Service schedules.
- Safety Data Sheets for cleaning products.

5. **General Terms and Conditions**

5.1. DEFINITIONS.

- Agreement: A written Contract between two or more Parties ["GRU" and "Contractor(s)"]. "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(s) 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.

5.2. **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 this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

5.3. **CHANGE ORDERS.**

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

1. made in writing,
2. signed by the authorized representative(s), and
3. accepted by Contractor(s).

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

1. the general scope of Work,
2. the schedule,
3. administrative procedures not affecting the conditions of the Contract, or
4. the Contract price.

5.4. **NOTICES.**

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

5.5. **PAYMENT.**

- A. **Invoicing.** Contractor(s) 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 147117,

Station A-27, Gainesville, FL 32614-7117 or faxed to 352-334-2964 or e-mailed to accountspayable@gru.com.

- B. **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.
- C. **Payment Terms.** Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor(s) shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.
- D. **Lien Release.** Before the final acceptance of the Work and payment by GRU, Contractor(s) 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(s) under this Contract until the liability has been discharged.
- E. **Final Payment/Acceptance.** The acceptance by Contractor(s) 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(s), its successors or assigns have or may have against GRU under the provisions of this Contract.

5.6. **COMPLIANCE WITH LAWS AND REGULATIONS**

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

5.7. **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: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

5.8. **VERIFICATION OF EMPLOYEES.**

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

- 1. 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

2. 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. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

5.9. 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.

5.10. 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.

5.11. ASSIGNMENT.

GRU or Contractor(s) 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.

5.12. AUDIT OF RECORDS.

Contractor(s) 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.

5.13. 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.

5.14. ADVERTISING.

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

5.15. 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(s). No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor(s) 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)'s order or fiscal forms or any other documents forwarded by Contractor(s) for payment. An acceptance of product or processing of documentation on forms furnished by Contractor(s) for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

5.16. 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.

5.17. DISCLOSURE AND CONFIDENTIALITY.

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

- A. 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:
 1. 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.
 2. 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.
- B. Request for Trade Secret or Otherwise Confidential and Exempt Information.
 1. 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.
 2. 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.

3. 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.
 4. 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.
- C. "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.

5.18. PUBLIC RECORDS.

If Contractor(s) 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:

- A. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.
- B. 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.
- C. 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.
- D. 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.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

5.19. SALES TAX.

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

5.20. 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.

5.21. CAPTIONS AND SECTION HEADINGS.

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

5.22. COUNTERPARTS.

This agreement 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.

5.23. ATTACHMENTS.

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

5.24. 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.

6. Supplemental Conditions

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

6.1. CONDUCT OF THE WORK.

Contractor(s) 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(s) shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor(s) in the performance of this Contract. Contractor(s) will assign only competent and skilled workers to perform the Work. All of Contractor(s)'s personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor(s)'s sole direction, supervision and control at all times and in all places. Contractor(s)'s employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor(s) 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(s) shall not represent to others that, as the Contractor(s), it has the authority to bind GRU to any third-party agreement.

6.2. CONTRACTOR(S) RESPONSIBILITIES.

- A. Performance. Contractor(s) shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor(s) 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.
- B. Project Related Requirements. Contractor(s) 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(s) and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

6.3. COOPERATION/ COORDINATION.

- A. 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.
- B. Work by GRU. GRU reserves the right to perform activities in the area where the Work is being performed by Contractor(s).
- C. Work by Other Contractor(s). GRU reserves the right to permit other Contractor(s) to perform work within the same work area. Contractor(s) 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.
- D. Coordination. Contractor(s) 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(s) will afford GRU and other Contractor(s) reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

6.4. INDEMNIFICATION.

- A. Contractor(s) 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 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(s), its agents, employees, partners, or subcontractors.
- B. Further, Contractor(s) 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)'s products or GRU's operation or use of Contractor(s)'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)'s opinion is likely to become the subject of such a suit, Contractor(s)

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(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) 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.

- C. Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s)
 - 1. written notice of any action or threatened action,
 - 2. defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.
- D. The provisions of this section shall survive the termination or expiration of this Contract.
- E. The Contractor(s) shall indemnify and hold harmless GRU from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the Contractor(s) or by or in consequence of any neglect in safeguarding the work through use of unacceptable materials or workmanship or by or on account of any activity or omission, neglect or misconduct of the Contractor(s) or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" and non-compliance with any local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act. This guarantee is in addition to and not intended as a limitation to any other warranty, express or implied. The City of Gainesville has adopted a Resolution that formally adopts the policy that the City does not contractually agree to indemnify other parties except in certain limited circumstances. The provisions of this section shall survive the termination or expiration of this Contract.
- F. Pursuant to Section 725.08, Florida Statutes, **this** Contract qualifies as a professional services contract and Contractor(s) qualifies as a design professional, as defined under Chapter 471 of the Florida Statutes. Notwithstanding the provisions of Section 725.06, Florida Statutes, Contractor(s) agrees to indemnify and hold harmless GRU, its elected officials, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the Contractor(s) in the performance of this Contract.
- G. Contractor(s) represents and warrants that Contractor(s) shall not infringe a trademark, copyright, patent, trade secret or any such intellectual property right in the performance of this Contract. In the event of an infringement suit related to or resulting from this Agreement, Contractor(s) represents and warrants that GRU will not be liable for any damages or royalties if applicable.

6.5. DAMAGE TO WORK.

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor(s) who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor(s) 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)'s own risk. Contractor(s) is not relieved of a requirement of the specifications on the plea of error.

6.6. 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.

6.7. 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)'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(s) 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)'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(s) is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

6.8. DEFAULT.

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

6.9. TERMINATION.

- A. Termination for Convenience. GRU may, by providing thirty "30" calendar days written notice to Contractor(s), terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor(s) 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(s) for goods and services accepted as of the date of termination, and for Contractor(s)'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.
- B. Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor(s) materially breaches this Contract by:

- a. refusing, failing or being unable to properly manage or perform;
 - b. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
 - c. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
 - d. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
 - e. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
 - f. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor(s).
- C. 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(s) with thirty (30) calendar day's written notice to Contractor(s).

6.10. FORCE MAJEURE.

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

- A. the non-performing Party is without fault in causing such default or delay; and
- B. such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to:
 - 1. 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.

6.11. LIMITATION OF GRU'S LIABILITY.

To the fullest extent permitted by law, GRU shall not be liable to Contractor(s) 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.

6.12. AUTHORIZED REPRESENTATIVES.

The Purchasing Representative for this Solicitation/Contract is Amy Broskey. Bidders 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. Bidders shall click "**Follow**" on this bid to receive an email notification when answers are posted. ***It is the responsibility of the bidder to check the website for answers to inquiries.***

6.13. COMPLETION OF WORK.

- A. 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.
- B. 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.

6.14. DELIVERY.

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

6.15. COMMERCIAL BLANKET BOND.

A Commercial Blanket Bond of \$100,000 is required for this solicitation.

6.16. INSURANCE.

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

6.17. MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts set forth below:

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

- \$500,000 Disease, Each Employee
- Excess Liability: \$1,000,000

6.18. WARRANTY/GUARANTEE.

- A. Contractor(s) 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(s) agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.
- B. No provision contained in the Specifications shall be interpreted to limit Contractor(s)'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(s) will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor(s) must indicate if any warranty is being provided by either Contractor(s) 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(s) must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor(s) is not able to provide such warranty.
- C. All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

6.19. 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.

- A. Confinement to Work Area/Parking. Contractor(s)'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(s) and its employees shall park personal vehicles and equipment in areas designated by GRU.
- B. Sanitation. If sanitary facilities are available near the work site, Contractor(s) 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(s) is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor(s). If responsible for providing sanitary facilities, Contractor(s) 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.
- C. **Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.**
 - 1. The Contractor(s) 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(s) must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency.

2. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any workplace hazards.
3. 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.
4. 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.
5. See page 19 of the Forms section for additional guidelines.

6.20. WARRANTY OF TITLE.

Contractor(s) 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.

6.21. 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.

6.22. CONTRACTOR'S 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.

6.23. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEALOGICAL 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.

6.24. ORDER OF PRECEDENCE.

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

- A. Any modification to this Contract
- B. Contract
- C. GRU Technical Specifications
- D. GRU Supplemental Conditions
- E. GRU General Conditions
- F. GRU Instructions
- G. Contractor(s) Response

7. 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":*

7.1. RESPONDENT'S CERTIFICATION*

Please download the below documents, complete, and upload.

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

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

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

- [RESPONDENT'S CERTIFICATION ...](#)

*Response required

7.2. 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_CERTIFI...](#)

*Response required

7.3. Subcontractor Information Form (Standard)*

Please download the below documents, complete, and upload.

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

- Small Business Enterprise (SBE): Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.
- Minority Business Enterprise (MBE): 51% owned and managed by a minority. African-American, Asian-American, Hispanic-American, Native-American, or American women owned.

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

*Response required

7.4. Business Tax Receipt*

If local business, provide Business Tax Receipt with the City of Gainesville in order to receive the preference.

*Response required

7.5. Diversity and Inclusion Policy?

Does your company have a policy on diversity and inclusion? If so, please submit.

7.6. Do you have any Clarifications and/or Exceptions to this Solicitation?*

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

☐ Yes

☐ No

*Response required

7.7. Clarifications and 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

7.8. Additional Information Checklist*

Please download the below documents, complete, and upload.

- [Additional Information Chec...](#)

*Response required

7.9. How many years has your business provided Janitorial services*

Maximum response length: 200 characters

*Response required

7.10. Enter total number of employees that are Full Time*

Maximum response length: 200 characters

*Response required

7.11. Enter total number of employees that are Part time.*

Maximum response length: 200 characters

*Response required

7.12. Enter the total number of Full-Time employees expected to be assigned to this Contract.*

Maximum response length: 200 characters

*Response required

7.13. Enter the total number of Part-Time employees expected to be assigned to this Contract.*

Maximum response length: 200 characters

*Response required



Notice of Imposition of Cone of Silence

Solicitation #: 2024-003
Solicitation Type: ITB
Solicitation Title: Janitorial and Porter Services for
GRU's Eastside Operations Center
Date of Issue: December 14, 2023
On behalf of: Facilities

In accordance with procedure 4 of the GRU Procurement procedures concerning prohibition of lobbying in procurement matters. Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby City Officials or employees, on behalf of a competing party in a particular procurement process, except the Procurement Department or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence period means the period between the issue date of a solicitation and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by Procurement Procedures.

cc: GRU Authority
CEO/General Manager - Utilities
Procurement Department
Project Manager



Gainesville Regional Utilities
Procurement
 James Frampton, Procurement Manager
 301 SE 4th Avenue, Gainesville, FL 32601
 (352) 334-3434

NOTICE OF INTENT TO AWARD
Solicitation No. 2024-003
Janitorial and Porter Services for GRU's Eastside Operations Center

RESPONSE DEADLINE: January 25, 2024 at 2:00 pm

Thursday, February 22, 2024

To all Responders of 2024-003 Janitorial and Porter Services for GRU's Eastside Operations Center Gainesville Regional Utilities of the ITB submission for Janitorial and Porter Services for GRU's Eastside Operations Center 2024-003 and is recommending award of the contract to CONTRACTORS ENTERPRISES.

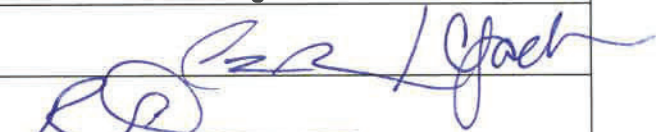
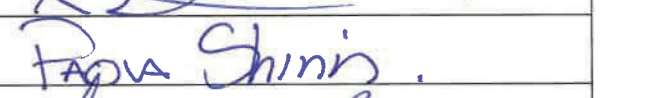

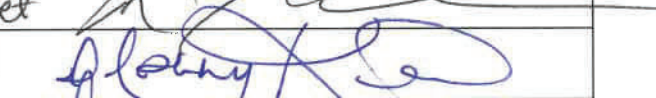
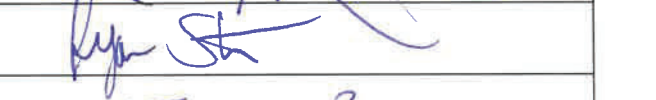
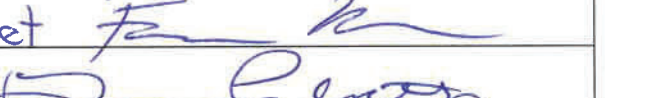
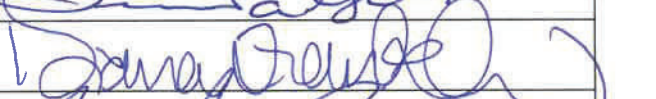


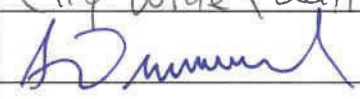
Listed below is the submitted pricing:

Vendor	Total
CONTRACTORS ENTERPRISES	\$9,416.67
Carpet Systems Plus North Florida, Inc.	\$9,725.00
SCSI, Southern Cleaning Service Inc.	\$10,400.00
Diamond Dynamics Restoration, LLC	\$12,419.20
City Wide Facility Solutions	\$14,109.16
Coverall North America	\$15,382.00
American Janitorial, Inc.	\$21,369.45
Boro Building & Property Maintenance	\$145,345.00

Thank you for participation in this Invitation to Bid. If you have any questions, please contact me at (352) 393-1233.

Sincerely,

Nelson Delcasio
 Procurement Specialist III
 Gainesville Regional Utilities

Vendor	Email	Signature
Diamond Dynamics Restoration, LLC	ddoperations2@gmail.com	
BORO BUILDING & PRO	Rob@borofl.com	
ZAHARALY CLEANERS INC.	Zahoraly@hotmail.com	Papa Shinis.
Coverall Cleaning	Larsonross1@gmail.com	Larson & Ross
Carpet Systems Plus	RKeith@CarpetSystemsPlus.net	
Carpet Systems Plus	dKeith@carpetsystemsplus.net	
American Janitorial Inc.	Ryan.Strem@ajiclean.com	Ryan St
1st Choice cleaning	1stchoice.4u@batt.net	
Coverall	Trina.Padgett@coverall.com	
Contractors Enterprises	Ebell4242@gmail.com	
City Wide Facility Solutions	NJohnston@gocitywide.com	
Betty Heavily cleaning Servi	BettyHeavilycleaningservis@gmail.com	Betty
City Wide Facility Solutions	JArthur@gocitywide.com	
		

File Number: 2024-486

Agenda Date: June 12, 2024

Department: Gainesville Regional Utilities

Title: 2024-486 Legal Services for GRU (B)

Department: Gainesville Regional Utilities; Budget, Finance, and Accounting

Explanation: This item is an overview of the previous GRUA board's request to retain external, comprehensive legal services for GRU staff and the Authority. On March 27, 2024, staff presented a recommendation for an intent to award for an external legal firm to represent GRU in all matters. The intent to award was the result of an open and fair request for proposals (RFP) process. The GRUA board chose to table the item until a new board was selected and seated.

Fiscal Note: None at this time

Recommendation: The GRU Authority hear from staff on the status of legal services for GRU staff and the Authority followed by a recommendation for GRU staff to send a request for an opinion to the Office of Attorney General Moody on GRU's ability to retain separate legal counsel beyond the City Attorney and concurrently for GRU to hire a third party to review significant legal concerns.

Legal Services for GRU



- GRU is a complex entity requiring many day-to-day interactions with vendors, customers, other municipalities, etc. that often require a legal perspective.
- Adding in the new layer of the Authority has increased this complexity.
- GRU is in need of legal services to provide guidance that is separate from the City Commission as required by Chapter 2023-348 (HB 1645).

Historical Timeline

Date	Action
Nov. 15, 2023	Independent legal counsel first discussed during GRUA board meeting
Dec. 6, 2023	Issue raised again; motion to retain Folds Walker, LLC
Dec. 14, 2023	GRUA approved:
	<ol style="list-style-type: none">1.) GRU staff to draft a method of specified source to hire external legal counsel (Folds Walker, LLC)2.) The specified source contract included a limit of \$50,000 and a monthly evaluation; limited scope of services3.) Once limit has been reached, the GRU Authority will be informed4.) GRU staff develop an RFP and provide the scope of services to the GRU Authority for approval
Dec. 21, 2023	City Attorney Dan Nee signs and approves to form and legality the Folds Walker, LLC. limited legal services contract

Historical Timeline

Date	Action
Jan. 10, 2024	RFP posted.
Feb. 2, 2024	Proposals due
Feb. 9, 2024	*Notice of Intended Award in favor of Gray Robinson, P.A.
March 27, 2024	GRUA Meeting: Item — Legal Services Selection RFP Summary and Selection Recommendation; GRUA board motioned to table the item and no selection was made.

* Gray Robinson is no longer interested in providing services to GRU in the same capacity as presented in the RFP

RFP Scope Overview

Term	Definition
Qualifications	Brief summary of the firm's history, capabilities, recent (within the last five years) relevant experience, including demonstrated experience with similar projects and services, relevant professional licenses and certifications. Responding firms were also asked to provide their response time to urgent/timely issues like trespass, cease working on property issues, etc.
Key Personnel	Name, background and relevant expertise of firm members proposed to have primary responsibility for employment and labor services required by GRU.
References	List at least three references for whom comparable services were provided within the last five years. Include the name of the client, phone number if the contact, brief description of the services and your firm's role, and the start and completion dates. At least one client must be included where the firm had to address a conflict-of-interest issue.
Location	Provide their physical location and availability to attend meetings in person as business requires
Price	<p>Provide response for two pricing approaches:</p> <ul style="list-style-type: none">• Full legal representation to GRU:• Provide supplemental legal services to GRU <p>Also include (if applicable) eligibility for local, small business, or disabled veteran small business enterprise preferences [no longer necessary per change in procurement policy]</p>

City Attorney's Concerns

Item#2024-188H

3/4/24: City Attorney submitted memo to express concerns on the RFP's scope.

Issues with each RFP option:

- Comprehensive legal representation for all of GRU (conflicts with City Charter; City Attorney's opinion this is "illegal").
- Comprehensive legal representation just for the Authority (City Attorney's opinion this is "illegal").
- Limited legal services for the Authority and not GRU staff. This should be clarified in the RFP.



CITY OF GAINESVILLE OFFICE OF THE CITY ATTORNEY

200 East University Avenue, Suite 425
Gainesville, Florida 32601
(352) 334-5011 • (352) 334-2229 Fax

Mail: Post Office Box 490, Station 46
Gainesville, Florida 32627

Daniel M. Nee ♦
City Attorney

Bianca Y. Lherisson
Lee C. Libby
Michelle Martin
Sean M. McDermott ♦
Katharine L. Mockler
David C. Schwartz
Dan Weisman

TO:	Anthony Cunningham, CEO/GM
FROM:	Daniel M. Nee, City Attorney <i>[Signature]</i>
DATE:	March 4, 2024
SUBJECT:	Representation of the City's utility system (GRU) by the City Attorney; Impermissible scope of services in GRUA agenda item "2024-188 Legal Services Selection (B)"

On Friday, March 1, 2024, I received a copy of the agenda for the upcoming March 6, 2024 GRU Authority meeting, along with the backup to the agenda items. The agenda includes an item entitled "2024-188 Legal Services Selection (B)." Attached to the agenda, as backup to the item, is a copy of a slide presentation detailing "RFP Process Overview and Legal Services RFP;" "General Solicitation Document, RFP-2024-020, General Legal Representation;" "Addendum No. 1, 2024-020 General Legal Representation;" "RFP 2024-020 – General Legal Representation Evaluation Matrix;" and bid submittals from four law firms. The RFP and Addendum specify a wide-ranging scope of services wherein the utility system is seeking to employ comprehensive "legal representation" including developing and approving contracts, representation in court cases, representation in regulatory matters, and other attorney-client services. As we have discussed with specificity on numerous occasions, this scope of services is inconsistent with the City Charter, beyond the powers of the utility system management and the GRU Authority, and illegal. Please remove the item from consideration.

The City Charter of the City of Gainesville was adopted by the Florida Legislature as Chapter 12760, Laws of Florida, 1927, and was most recently amended by Chapter 2023-348, Laws of Florida, 2023, (formerly known as HB1645). Chapter 2023-348 amended the City Charter to add Article VII creating the GRU Authority and to repeal section 3.06 of Article III deleting the General Manager for Utilities charter office position, but did not amend any portions of the Charter related to legal counsel to the City or any of its departments or "units." The City Charter sets forth the City of Gainesville as created by the Florida Legislature, including the City Commission, the Charter Officers (including the City Attorney) and the GRU Authority. Charter 3.03 remains unaltered, and states,

3.03. - City attorney.

The city attorney must be admitted to the practice of law in the state, and shall be the legal advisor to and attorney for the city. The city attorney shall serve at the will of the commission. The city attorney shall prosecute and defend all suits, complaints, and controversies for and on behalf of the city, unless otherwise directed by the commission, and shall review all contracts, bonds and other instruments in writing in which the city is to be a party, and shall endorse on each approval as to form and legality.

♦ Board Certified City, County & Local Government Law

Current Status

- City Attorney signs official documentation for bond resolutions, employment disputes, etc.
- GRU assigned Assistant City Attorney continues to execute the day-to-day/routine (contract review, guidance on procurement, etc.).
- Folds Walker, LLC, is contracted to provide strategy and guidance to the Authority, interpretation of new laws and impacts to current business; Attends all GRUA Board meetings

- GRU is a complicated enterprise and requires knowledgeable and sophisticated representation for regulatory, governmental, and utility legal matters:
 - Unresolved legal questions posed by multiple parties:
 - Definition of a municipality as it relates to GRU and the associated ramifications
 - Legal requirements to pass resolutions
 - Formalize interactions and use of services of City Charter officers
 - Strategy formulation
 - Determine if the City Attorney functions can be outsourced in their entirety or in part
 - Define attorney relationships entered into by the GRUA and GRU and if those relationships are required to be approved by the current City Attorney Charter Officer

Recommendation

Concurrently:

Part 1

- GRU staff send a request for an opinion to the Office of Attorney General Moody on GRU's ability to retain separate legal counsel beyond the City Attorney.

Part 2

- GRU hire a third party:
 - To review significant legal concerns, not all of which are addressed in this presentation.
 - Attorney/Firm should have experience in Florida constitutional law, home rule, local government, etc.

File Number: 2024-487

Agenda Date: June 12, 2024

Department: Gainesville Regional Utilities

Title: 2024-487 Folds Walker Contract Extension (NB)

Department: Gainesville Regional Utilities; Budget, Finance, and Accounting

Explanation: This item is related to the extension of the current contract for supplemental legal services to the GRU Authority by Folds Walker, LLC. On March 27, 2024, the GRU Authority Board voted to “extend the time of legal firm Folds Walker LLC until a new firm can be officially hired through an RFP.” Until a firm has been selected to provide legal services to GRU, the contract with Folds Walker, LLC needs to be extended till August 21, 2024.

Fiscal Note: The extension is not to exceed \$49,000.

Recommendation: The GRU Authority hear an informational update only from GRU professionals on the previous GRUA Board’s request to retain and extend the current contract with Folds Walker, LLC.