



RTSX-250031-DS

A&E SERVICES FOR EASTSIDE BUS TRANSFER FACILITY (REBID)

RELEASE DATE: December 2, 2024

RESPONSE DEADLINE: January 13, 2025, 3:00 pm

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

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### Attachments:

- A - Draft Contract
- B - Anti-Human\_Trafficking\_Affidavit
- C - Certification Regarding Debarment
- D - Certification and Restrictions on Lobbying
- E - Disclosure of Lobbying Activities
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- G - Federal Tax Liability and Recent Felony Conviction
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- I - Federally Funded Purchase Questionnaire
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- K - 2023 FDOT Accessing Transit Design Handbook for Florida Bus Passenger Facilities
- L - Required Pricing Proposal Format for AE Services

# 1. INTRODUCTION

## 1.1. Summary

The City of Gainesville (hereafter “City”) is requesting the submission of Statements of Qualifications (RFQs) from qualified firms to provide all planning, architectural and engineering services to develop approved site plans and construction documents for the City to issue a solicitation for the construction of the proposed new Eastside Bus Transfer Facility. The firm will **not** serve as Construction Manager in overseeing the construction project.

## 1.2. Background

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

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

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

## 1.3. Procurement Representative

Daphyne Sesco  
Procurement Specialist 3  
sescoda@cityofgainesville.org

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

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

## 1.4. Timeline

RFP Available for Distribution:	December 2, 2024
Deadline for Receipt of Questions:	December 19, 2024, 11:59pm
Deadline for Uploading of Proposals:	January 13, 2025, 3:00pm

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Oral Presentations, if needed:	January 30, 2025
Projected Award Date:	February 21, 2025

## 2. DEFINITION OF TERMS

### 2.1. DEFINITION OF TERMS

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

### 3. SCOPE OF WORK/SPECIFICATIONS

#### 3.1. MINIMUM QUALIFICATIONS

- Shall be licensed in the State of Florida.
- Consultant's business shall demonstrate that it has experience in providing architectural and engineering services for transit bus facilities (include three references for projects of similar scope, including name, title, address, telephone number and email address of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed). The business shall have at least five (5) years experience in this field.

#### 3.2. SCOPE OF WORK

**\*\*NOTICE TO PROPOSERS:**

- **This project is funded by a federal grant from the Federal Transit Administration.**
- **The budget is limited to a maximum of \$600,000.00.**
- **After award recommendation ranking has been approved, when the pricing proposal is requested from the highest ranked proposer, the proposer must complete and provide pricing using the *Required Pricing Proposal Format for AE Service* document (see Attachment tab of bid platform). Loaded hourly rates are not acceptable and will delay the process. Profit will be negotiated separately from all other pricing components on the form.**

The City of Gainesville (hereafter "City") is requesting the submission of Statements of Qualifications (RFQs) from qualified firms to provide all planning, architectural and engineering services to develop approved site plans and construction documents for the City to issue a solicitation for the construction of the proposed new Eastside Bus Transfer Facility. The firm will **not** serve as Construction Manager in overseeing the construction project.

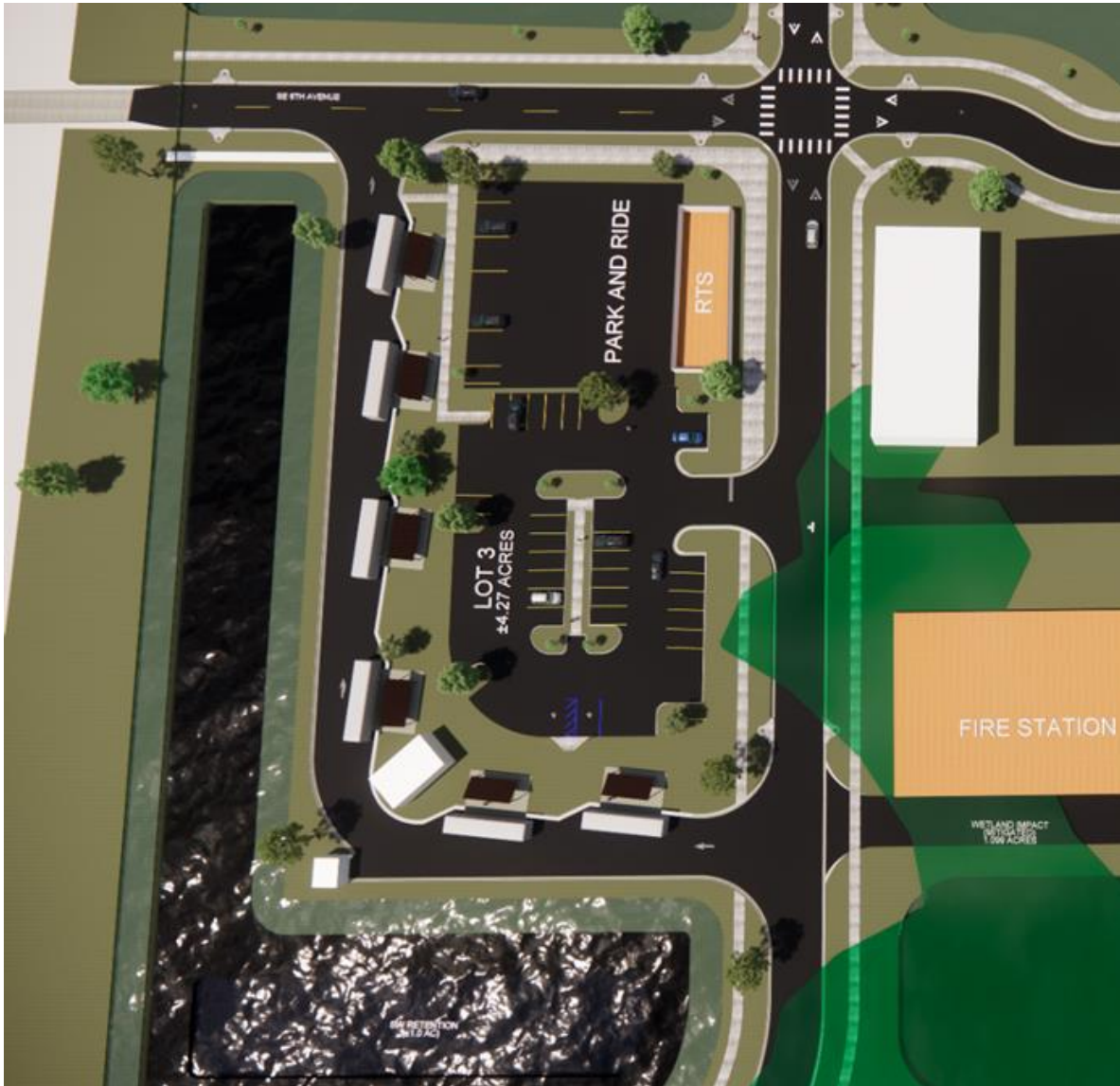
The site for the RTS Transit Station Facility and Park-and-Ride Lot is located at the intersection of SE Hawthorne Road and SE 24<sup>th</sup> Street. The RTS transit station shall include a minimum of six (6) bus bays, micro-transit service area, a building facility with two public and two transit employee restrooms, waiting area for passengers, training room, two offices, and a transit information/reception area. The park and ride facility shall accommodate at least fifty (50) standard automobile parking spaces, five (5) motorcycle spaces, micro-mobility amenity area and provide enough bicycle parking spaces. The park and ride lot shall be located next to the station.

Design should follow the 2023 *FDOT Accessing Transit Design Handbook for Florida Bus Passenger Facilities*, available at <https://www.fdot.gov/fdottransit/transitofficehome/transitplanning.shtm/newtransitfacilitiesdesign.shtm> and uploaded as a separate document.

Below is site conceptual sample. RTS is requesting additional concepts from successful design and engineering consultant.

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Firm will:

- Coordinate with City during construction project development.
- Develop a detailed cost estimate for the facility's construction.

#### SCOPE AND RELATED SERVICES

The firm(s) selected should be able to provide expertise in the following areas as initially defined on the Federal Standard Form 330, profile code numbers:

- 08 – CADD Technician
- 12 – Civil Engineer
- 21 – Electrical Engineer
- C18 – Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting
- P06 – Planning (Site, Installation, and Project)

- R10 – Risk Analysis

#### Public Outreach and Involvement

RTS may suggest a public participation plan be defined early in the process to provide ample access for public input. RTS feels that a successful approach is built early in the design process to:

- Spread the word about public transportation in the area
- Incorporate key concerns and ideas into the multimodal transportation center design process
- Build interest, support, and consensus among stakeholders and customers.

Outreach elements will include meetings with RTS's staff, the public, local officials, RTS employees, and interest groups, as well as local stakeholders.

The firm will prepare all materials for the public outreach sessions and steering committee meetings, which will be reviewed by RTS. Meetings with local staff, and other identified stakeholders will be held at milestone points in the process. Meetings with local officials, employees, and interest groups will be held in conjunction with those meetings, with a cross-section of attendees, and as one-on-one stakeholder meetings, which are very useful in assessing the interest of each individual party in developing plans.

The firm will coordinate with RTS's staff to identify a public involvement plan that is acceptable for the individual project. The number, date, and format of public outreach sessions will be coordinated with RTS.

#### National Environmental Policy Act (NEPA) Documentation

On May 18, 2023, the Federal Transit Administration determined that the Regional Transit System's (RTS) Eastside Facility project, qualifies as Categorical Exclusion as set forth in 23 CFR 771.118(d).

#### Design Development Documents

The firm will prepare design development documents for the approved concept. This will include reviews by RTS's staff and will include addressing initial reviews. These will include the following:

- Geotechnical and Site Survey – The firm will be required to provide site survey and geotechnical services that include:
  - Geotechnical Investigation and Report – The contractor will obtain test borings in the area of proposed construction. Test borings should be taken in the location of the building and additional borings should be taken at other structural elements and/or retaining wall locations.
  - A survey including boundary and topographic elements will be provided for RTS's site.
  - Additional survey will include the adjacent street, Right of Way, and sidewalk adjacent to the site and shall include survey for anticipated roadway/intersection improvements. All mapping will include contours, site features, roads, structures, existing overhead traffic signals, existing signal equipment, and above and underground utilities.
  - A hazardous material review of the site will be performed.

Design Development Plans - The firm will provide documents to a 30 percent, a 60 percent and a 90 percent design completion level. The firm team shall develop plans for the use of designs and materials that will minimize operating and maintenance costs of the facility. This includes the following tasks;

- Traffic, pedestrian, and bicycle safety review and bus turning radius analysis. Traffic counts will be performed at the adjacent intersection and a traffic operations analysis will be completed. This will include a simulation of operations both before improvements and after improvements. A brief letter traffic report will be developed. This will support
- RTS's review of operations and support of permit requests.
- Signage and Pavement Marking Layout- Signage and pavement marking plans will be produced for the site and adjacent street network including the proposed site layout, intersection/signal modifications, bus-pull offs and driveway modifications to the site.



- Site specific wayfinding signage should be included both inside and outside of structures.
- Erosion and Sediment Control – Provide disturbance limits and identify locations of silt fences, catch basin inserts, and other best management practices (BMP).
- Civil Site Plans- Provide Layout Sheet, Grading & Drainage Sheet, General Notes Sheet, and Details Sheet to a 30% design level in full compliance with the reviewing agency's land development standards in preparation for a Building Permit. These plans will include construction on-site and the interface with adjacent street and pedestrian elements to the site.
- Drainage, Hydrology, Hydraulics Calculations: Provide initial calculations and documentation for required water quality devices, detention, site drainage structures, and interface to the existing drainage network at site outfall points. Required water quality BMP's, detention, site drainage, and outfall points will be shown on the Grading & Drainage Sheet.
- Utility Coordination and Relocation Plans: Provide waterline and sanitary sewer service line locations and ties to existing adjacent utilities. Provide relocation plans for utilities discovered on-site that conflict with anticipated grading and/or structures.
- Facility/Architectural Plans: Provide architectural plans and elevations with overall dimensions and material callouts for the desired facility to a 30% completion level.
- Communications Layout - The design of site communications will be implementing current Agency standard components with connections using the Agency's communications protocol.
- Firm will provide the location for fare collection equipment and appropriate conduit/connections.
- Firm will implement RTS's standards and designs for any branding or advertising required for the site.
- Lighting Layouts - Areas of low lighting will be identified and appropriate lighting fixtures designed to fit the community context.
- Landscaping Layouts – The appropriate level of landscaping for the size of facility, budget, and community context will be provided.
- Opinion of probable annual maintenance and operating costs
- Opinion of probable costs.
- Draft specifications

#### Develop Bid and Final Construction Documents

Firm will develop the bid drawings incorporating RTS's comments to a set of bid ready drawings, specifications and cost estimates. The firm will adhere to Buy-America provisions and other competitive bidding requirements in the final design, as required per the grantor, Federal Transit Administration.

- Architectural: Final floor plans, building sections, wall sections, details, and schedules for canopy shelters and waiting\restroom structure will be provided.
- Structural: Final foundation and framing plans, sections and details. Site wall design will be performed in conjunction with information on the completed Grading and Drainage plan.
- Mechanical\HVAC: Final plumbing plans for restrooms, roof and floor drains. HVAC for all structures will be provided.

- Communications Layout: The final design of site communications will be completed using RTS's communications protocol.
- Lighting and Electrical: Electrical single line power diagram, building power and lighting plans, site lighting plans, equipment schedules and details will be provided.
- Traffic control plans will be produced in anticipation of sidewalk and curb relocation/refurbishing. These plans will include lane closures, traffic shifts, and temporary modifications to the signalized intersection as required.
- Signage and Pavement Marking Layout: Signage and pavement marking plans will be finalized including construction notes and specifications. Final site-specific wayfinding signage should be included both inside and outside of structures.
- Erosion and Sediment Control: Disturbance limits and locations of silt fences, catch basin inserts, and other Best Management Practices (BMP) will be finalized. The Storm Water Pollution Prevention Plan (SWPPP) for the proposed site will be finalized and a Notice of Intent (NOI) will be submitted.
- Civil Site Plans: Provide Layout Sheet, Grading & Drainage Sheet, General Notes Sheet, and Details Sheet to a complete design level in full compliance with the reviewing agency's land development standards and submitted for a Building Permit. Construction level details notes, and specifications will be added.
- Landscape: Final plans and details will be provided.
- Drainage, Hydrology, Hydraulics Calculations: Detention and water quality calculations will be finalized for review and approval.
- Utility Coordination and Relocation Plans- Construction level details will be added to the Utility plans. Permits will be acquired from appropriate utility providers and reviewing agencies.
- Architectural renderings will be finalized.
- Technical specifications for each discipline and system will be finalized.
- The firm will coordinate with RTS on final front end specifications and requirements.
- The firm will update probable construction costs/engineers estimate.

The firm will attend the pre-bid meeting, if held.

#### **MINIMUM SPECIFICATIONS FOR EASTSIDE BUS TRANSFER FACILITY**

##### General Description

The site for the RTS Transit Station Facility and Park-and-Ride Lot is located at the intersection of SE Hawthorne Road and SE 24<sup>th</sup> Street. The RTS transit station shall include a minimum of six (6) bus bays, micro-transit service area, a building facility with two public and two transit employee restrooms, waiting area for passengers, training room, two offices, and a transit information/reception area. The park and ride facility shall accommodate at least fifty (50) standard automobile parking spaces, five (5) motorcycle spaces, micro-mobility amenity area and provide enough bicycle parking spaces. The park and ride lot shall be located next to the station.

Design should follow the *2023 FDOT Accessing Transit Design Handbook for Florida Bus Passenger Facilities* listed in 2.1.

##### Building

- The building and bus canopy shall be designed to keep waiting passengers protected from inclement weather and sun exposure. Building should have at least four restrooms, two with outside access for public use and two internal for employee use, two offices, training room with size for 25 trainees, passenger waiting area and protected reception area. Canopy water runoff shall be directed away from passenger waiting areas.

- Building should be constructed to withstand hurricane force winds (Per GFR requirements since we are sharing a building).
- Public restrooms should have automated door locks to follow our provided service hours and large drains for the restroom floor
- Building should have a high efficiency HVAC unit for the building
- Building should have high efficiency interior and exterior lighting
- Building should include an enclosed garbage collection area for dumpsters
- Building materials that are the same or similar to the brick used at the RTS Downtown Station is preferred but is open to the transfer center being architecturally consistent with City of Gainesville guidelines.
- Building colors similar to the RTS Downtown Station but is also open to colors that are consistent with surrounding buildings.
- Steel roof deck is preferred and the roof design should include gutters or other features to divert runoff away from passenger waiting areas.
- Building materials that reduce noise and vibration should be used wherever possible in balance with low maintenance concerns.
- Building should be designed to provide good ventilation and should allow for rapid dispersal of bus exhaust.

#### Bus Bays

- Saw-toothed bus bays capable of accommodating 62-foot articulated buses and 42-foot long buses. Design
- should follow the *2023 FDOT Accessing Transit Design Handbook for Florida Bus Passenger Facilities* listed in 2.1.
- Pedestrian access to the bus bays must be designed to minimize conflicts with vehicle movement and ensure passenger comfort and safety, using clearly delineated crosswalks.
- Clear distance for wheelchairs to load and unload from buses.
- Room for loading and unloading bicycles from front of bus.
- The minimum Overhead clearance where buses operate should be 14 ft. 6 inches.
- Bus Route Signage and digital displays at each bus bay (canopy or post mounted with design to be approved by RTS).

#### Shelter Canopy

- Shelter canopy connecting all bus bays is preferred.
- A covered walkway should connecting the park and ride lot to the building and the bus bay canopy. The overhead at a ceiling or continuous structure should be 12 ft. minimum.

#### 1.3.5 Parking

- Automobile parking to provide standard size parking spaces, motorcycle parking spaces, bicycle parking, and paratransit type vehicles spaces according to City of Gainesville parking dimension standards.
- Landscaping, drainage, lighting and other requirements shall be in accordance with City's Land Development Code.

### Site Access and Circulation

- All travel lane widths within the transfer center site shall be a minimum of 11 feet wide and curb radii shall easily accommodate 42-foot and 62-foot articulated transit buses. Travel lanes in the park and ride lot should be 11 feet.
- The site design and layout should provide connections to the surrounding land uses that will generate pedestrian, bicycle and automobile traffic destined for the transfer station.
- Bus transfer station site shall be concrete the same as the RTS Rosa Parks Downtown Station. Concrete should cover all areas where buses sit or enter the transfer station area.
- Park and ride lot may be asphalt paving in accordance with the City of Gainesville Public Works Engineering Design and Construction Manual.
- Pedestrian crossings should be designed so that approaching buses have clear lines of sight of people entering, and in, the crosswalks.
- A safe sidewalk/pedestrian connection from the public street sidewalk to the station building.
- Pavement markings and signs should direct private vehicles away from bus entrances and bus areas and as much as possible prevent their accidental or deliberate entry.
- Sidewalks shall be made of concrete and built to specifications per the City of Gainesville Public Works Engineering Design and Construction Manual.
- Vandal resistant materials should be used throughout the project.
- Trees should not touch or overhang shelter canopies. Also, the design team should consider positioning plantings so that the trees and other plantings can collect rainwater runoff and so they are not entirely surrounded by concrete. For example plantings could be arranged in a linear strip parallel to a pedestrian path, rather than being interspersed in pedestrian areas in “wells”. Without a building providing shade the trees will fail to thrive and they become a pedestrian obstruction, especially for those using mechanical chairs.

### Passenger Amenities

- Digital sign screens inside the building and on shelters to display bus and other passenger information and announcements. Two large freestanding double-sided message display center kiosk to display an RTS System map and general transit information.
- All benches (Approved by RTS) shall meet ADA requirements (including backs and armrests) and should be located near each bus bay and bus staging areas.
- Trash receptacles should be placed close to seating areas.
- Designated area(s) for micro-mobility devices.
- Designated drop-off and pick-up areas around the station for micro-transit vehicles.
- Designated smoking area at least 20-feet from building and bus shelter areas.
- U-shaped bicycle racks with metal finish shall be located near the passenger shelters (at least one U-shaped rack per bus bay). Bike lockers at key locations should be considered.

- A space near passenger waiting area should be provided to accommodate two vending machines.

#### Lighting

- Outdoor lighting shall meet the requirements in the City's Land Development Code.
- The lighting design should be coordinated with architectural design to assure appropriate selection of highly reflective floor, wall and ceiling materials.
- Install controls to program lighting time periods.
- Consideration for emergency lighting with power failure.

#### Safety and Security

- At minimum, apply Crime Prevention Through Environmental Design (CPTED) principles with respect to landscaping, lighting and building design.
- All passenger waiting areas near storm-water retention ponds or areas with significant grade change may require railing, leaning rails and/or fencing.
- Consider emergency egress point.
- Install blue emergency phone.
- The final design shall include locations for area and perimeter security cameras, including the installation of electrical conduit for security cameras.

#### Landscaping

- In compliance with City's Land Development Code.
- Plant low-level drought tolerant vegetation and/or use heavy durable planters in areas without green space.
- Preserve and/or provide canopy (over story) drought tolerant trees for shading.

#### Maintenance

- The facility design should support easy care and maintenance of transfer facility and park and ride lot through the use of durable vandal resistant materials.
- Design should be sensitive to routine maintenance needs and minimize circulation conflicts (e.g. garbage trucks to site).

#### RTS Support Staff Functions

- Striping to reserve parking space for RTS supervisor vehicles and relief vehicles is needed for bus operator shift changes.
- The parking area shall minimize conflict with transit station site circulation.
- Parking should be inside the transfer station boundary.

#### Other Considerations:

Design needs to meet City and Federal Transit Administration (FTA) requirements, including arts in public places guidelines. Note, with the enactment of the Fixing America's Surface Transportation Act (FAST Act), P.L. 114-94, in

FY 2016, Congress established a new prohibition on the use of FTA funds for “incremental costs of incorporating art or non-functional landscaping into facilities, including the costs of an artist on the design team.” (49 U.S.C. 5323(h)(2) as amended by FAST.) FTA has specifically identified the following as allowable examples:

- Speakers in a transit station, intended to amplify announcements and/or provide background sound (e.g. white noise, music).
- Arranging and installing colorful or decorative tiles that are available commercially.
- Visually appealing signage directing passengers within or around the facility.
- Functionally operable gates or fences designed using materials, images, or techniques inspired by local industries.

#### **CONSULTANT MINIMUM QUALIFICATIONS**

- Shall be licensed in the State of Florida.
- Consultant’s business shall demonstrate that it has experience in providing architectural and engineering services for transit bus facilities (include three references for projects of similar scope, including name, title, address, telephone number and email address of the person(s) at the purchaser’s organization who is the most knowledgeable about the work performed). The business shall have at least five (5) years experience in this field.
- Consultant’s business shall demonstrate personnel and equipment support necessary for the completion of the requested architectural and engineering services in a timely and efficient manner.
- Consultant’s business shall demonstrate that it complies with all applicable State and Federal professional licensing laws.
- By submitting the Statement of Qualifications, the consultant’s business certifies that it has fully read and understands the RFQ and has full knowledge of general scope, nature, and quality of the work to be performed, the general requirements of the services to be provided, and the conditions under which the services are to be performed.

#### **CITY RESPONSIBILITY**

The City will be responsible to the selected consultant(s) for the following tasks:

- Definition of scope of work for specific project.
- Monitoring consultant’s progress for contract compliance.
- Provide information concerning project, which is available in City files.
- Inform the Consultant of any known City design parameters or requirements.

## 4. TERMS AND CONDITIONS OF SOLICITATION

### 4.1. DISTRIBUTION OF INFORMATION

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

### 4.2. PRE-SOLICITATION MEETING

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

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

### 4.3. PROHIBITION OF LOBBYING

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

Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by the CITY officials and employees, except as authorized by procurement documents.

### 4.4. CONE OF SILENCE

During the Cone of Silence, except as pursuant to an authorized appeal, no person may lobby on behalf of a competing party in a particular procurement process, no person may lobby CITY officials or employees except the Procurement Division designated staff. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the solicitation and the time the CITY Officials and Employees award the contract.

### 4.5. DETERMINATION OF RESPONSIBLE BIDDER

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

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

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

These criteria assess the respondent's capability to perform.

- A. The ability of the bidder to successfully carry out a proposed contract.
- B. Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.

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

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

#### 4.6. RESPONSIVENESS OF PROPOSAL

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

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

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



- C. A Respondent who is aggrieved in connection with the specifications of this Solicitation may protest in writing to City of Gainesville Procurement at least within five (5) work days of the solicitation posting date.

#### 4.8. PROPOSAL SUBMISSION INSTRUCTIONS

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

Both the response and the price proposal, if required to be submitted as a separate document, must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

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

#### 4.9. INTERPRETATION AND ADDENDA

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

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

Only questions answered by formal written Addenda will be binding.

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

#### 4.10. EXCEPTION TO THE SOLICITATION

Respondents may take exception to any of the terms of this Solicitation unless otherwise stated. Should a respondent take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific to allow the City a meaningful opportunity to evaluate and rank proposals. Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions. The proposals will be evaluated based on the proposals as submitted. The CITY retains the right to accept or reject the exceptions. Where exceptions are rejected, the CITY may request that the respondent furnish the services or goods described herein, or negotiate an acceptable alternative.

#### 4.11. MODIFICATION OR WITHDRAWAL OF A RESPONSE

Modifications to or withdrawal of a respondent's submittal can be made until the Response Submission Deadline (See Section 1.4 – Deadline). Modifications or withdrawals must be documented in the City eProcurement Portal <https://procurement.opengov.com/portal/cityofgainesville> prior to the Response Submission Deadline (See Section 1.4 – Deadline) in order to be recognized by the CITY. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the CITY adequate time to award the Contract for the services specified in this solicitation.

## 4.12. COLLUSION

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

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

## 4.13. TRADE SECRETS OR CONFIDENTIAL AND EXEMPT INFORMATION

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

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

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

1. Upload a pdf version reply of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they

are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the unredacted document should provide a general description of the information respondent has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.

2. The City's evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.
3. Upload a pdf version reply of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.
4. Provide an affidavit or similar type of evidence that describes and supports the basis for Respondent's claim that the information is confidential and exempt from public disclosure, referencing all applicable Florida Statutes

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

1. In the event a public record request is made to view the information which respondent claims is confidential and/or exempt, the City will notify the respondent and give the respondent a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.
2. In the event that the City in its sole discretion finds no basis for respondent's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify respondent in writing of such conclusion and provide respondent a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If respondent fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
3. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by respondent as Trade Secret or otherwise as confidential and exempt, CITY shall notify respondent and respondent shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
4. Respondent hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with respondent's claim that any information it

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

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

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

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

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

#### 4.14. PROTEST OF SOLICITATION SPECIFICATIONS AND/OR AWARD

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

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

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

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

## 5. REQUIRED SUBMITTAL RESPONSE FORMAT

### 5.1. SUBMITTAL FORMAT

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

- A. Introduction: Briefly introduce your firm indicating whether the firm is local, regional, national or international. Provide a profile of the firm including, but not limited to, the approximate number of professional staff employed.
- B. Project Understanding and Approach: Describe your understanding of the objectives and scope of the requested services and your general approach to such. Include a general time frame for being able to respond to CITY requests for specific project proposals.
- C. Proposed Project Staff: Identify the key personnel who will be directly assigned to this project. State the qualifications and related experience of each member of the proposed project team. In addition, the firm should identify its total number of professional personnel by discipline and training and further describe the total workload during the project period. Indicate which key personnel the firm would have available to allocate to the project.
- D. Qualifications of Firm: Use the Standard Form (SF) 330, to provide pertinent information about the firm and related experience with similar projects. In addition, the firm should identify its total number of technical and professional personnel by discipline and training and further describe the total workload during the project period. Indicate what resources (professional and technical time) the firm would have available to allocate to the project.

## 6. REQUIRED SUBMITTAL DOCUMENTS - FTA FUNDED

### 1. RESPONDENT VERIFICATION\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD WITH YOUR SUBMITTAL.**

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

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

- [RESPONDENT VERIFICATION.pdf](#)

\*Response required

### 2. BID RESPONSE\*

**PLEASE UPLOAD YOUR COMPLETED SUBMITTAL.**

\*Response required

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

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD WITH YOUR SUBMITTAL.**

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; and (2) coin toss.

- [Drug Free Workplace.pdf](#)

\*Response required

### 4. e-VERIFY FORM\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD WITH YOUR SUBMITTAL.**

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.

- [e-Verify Form.pdf](#)

\*Response required

## 5. PROHIBITION REGARDING FOREIGN COUNTRIES OF CONCERN \*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD WITH YOUR SUBMITTAL.**

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

- [Foreign Countries of Concer...](#)

\*Response required

## 6. REFERENCES\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD WITH YOUR SUBMITTAL.**

- [Respondent References.pdf](#)

\*Response required

## 7. CERTIFICATION REGARDING DEBARMENT\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD WITH YOUR SUBMITTAL.**

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

\*Response required

## 8. CERTIFICATION AND RESTRICTIONS ON LOBBYING\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD WITH YOUR SUBMITTAL.**

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

\*Response required

## 9. DISCLOSURE OF LOBBYING ACTIVITIES\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD WITH YOUR SUBMITTAL.**

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

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

\*Response required

## 10. CONTRACTOR RESPONSIBILITY CERTIFICATION\*

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD WITH YOUR SUBMITTAL.**

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

\*Response required

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

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD WITH YOUR SUBMITTAL.**

Complete, sign and upload with your submittal. Failure to do so will result in automatic disqualification.

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

\*Response required

**12. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTION\***

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD WITH YOUR SUBMITTAL.**

Complete, sign and upload with your submittal. Failure to do so will result in automatic disqualification.

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

\*Response required

**13. FEDERALLY FUNDED PURCHASE QUESTIONNAIRE\***

**PLEASE DOWNLOAD THE BELOW DOCUMENT, COMPLETE, AND UPLOAD WITH YOUR SUBMITTAL.**

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

\*Response required

**14. NO RESPONSE SURVEY**

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

- [No Response Survey.pdf](#)



## 7. SELECTION PROCESS

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

- A. Evaluators consisting of CITY staff will review the proposals. The evaluation process provides a structured means for consideration of all proposals.
- B. Upon review and evaluation, the CITY may request oral presentations from the top ranked proposers. During the oral presentations, the proposers shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the CITY. Proposers selected for further presentations should provide one (1) electronic copy of materials presented in PDF format.
- C. The final ranking of proposers will be in accordance with the procedures described in the CITY's Professional Services Evaluation Handbook located here: <https://www.gainesvillefl.gov/Government-Pages/Government/Departments/Financial-Services/Do-Business-with-the-City>.
- D. If required, the final ranking of proposers will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked bidder.
- E. Provided that the City Commission approves the ranking and an award, the CITY will negotiate a contract with the top ranked bidder. Should the CITY be unable to negotiate a satisfactory contract with the top ranked proposer, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

## 8. EVALUATION CRITERIA

### 8.1. SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's, [Professional Services Evaluation Handbook](#).

The proposals will be evaluated using the following process: Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The CITY shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the CITY, and location. The Evaluation process provides a structured means for consideration of all these areas.

### 8.2. TECHNICAL QUALIFICATIONS EVALUATION

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The CITY will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

### 8.3. WRITTEN PROPOSAL EVALUATION

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

### 8.4. PRESENTATION/INTERVIEW EVALUATION

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done". The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

### 8.5. OTHER FACTORS

RTSX-250031-DS

A&E Services for Eastside Bus Transfer Facility (Rebid)

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

## 9. EVALUATION PHASES

Proposals will be evaluated in accordance with the procedures described in the CITY's, [Professional Services Evaluation Handbook](#).

The proposals will be evaluated using the following process: Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, Other Factors as deemed appropriate, and in some solicitations, price. The CITY shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the CITY, and location. The Evaluation process provides a structured means for consideration of all these areas.

### PROPOSAL EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Technical Qualifications Evaluation</b>  A. <u>Ability of Professional Personnel = 55 points maximum</u>  B. <u>Capability to Meet Time and Budget Requirements: = 45 points maximum</u>  Categories and points may be modified, with Procurement review and approval, prior to the solicitation posting.	N/A	N/A
2.	<b>Written Proposal Evaluation</b>  A. <u>Understanding Of Project Scope of Work = 30 points maximum</u>  B. Project Approach = 30 points maximum  C. <u>Project Manager = 15 points maximum</u>  D. <u>Project Team = 15 points maximum</u>  E. <u>Project Schedule = 5 points</u>  F. <u>Proposal Organization = 5 points maximum</u>  Categories and points may be modified, with Procurement review and approval, prior to the solicitation posting.	N/A	N/A

### Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<b>Presentation/Interview Evaluation</b>  For some solicitations, top ranked firms may be invited to deliver a presentation or participate in an interview that will give each company the opportunity to discuss their proposal with the evaluators. Similar to the Written and Technical evaluations, the evaluation phase will include: A. Understanding of Project Scope of Work = 40 points maximum B. Responsiveness to Questions = 15 points maximum C. Project Team = 25 points maximum D. Project Manager = 20 points maximum Categories and points may be modified, with Procurement review and approval, prior to the solicitation posting.	N/A	N/A
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## 10. AWARD

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

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

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

## 11. CONTRACT

### 11.1. CONTRACT NEGOTIATIONS

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

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

### 11.2. CONTRACT AWARD

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

### 11.3. CONTRACT

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

### 11.4. BID PROTEST

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

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

The CITY may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. See Section B. The Bid Process, 9. viii. of the [PRO-01 Procurement Administrative Guidelines](#).

### 11.6. CONTRACT TERM

Contract Term is determined by the contractor and CITY

## 12. GENERAL TERMS AND CONDITIONS

### 12.1. REIMBURSABLES

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

### 12.2. TAXES, CHARGES AND FEES

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

### 12.3. COSTS INCURRED BY RESPONDENTS

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

### 12.4. RULES; REGULATIONS; LICENSING REQUIREMENT

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

### 12.5. RECORDS/AUDIT

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

### 12.6. PUBLIC ENTITY CRIME INFORMATION STATEMENT

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in



excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## 12.7. DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, bidder agrees that it:

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

## 12.8. NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. For more information on this policy and requirement, please visit the [Office of Equity and Inclusion](#).

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

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

#### **12.10. INTERNATIONAL PROPOSER REQUIREMENTS**

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

#### **12.11. ANTI HUMAN TRAFFICKING CLAUSE**

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

#### **12.12. USE OF SOLICITATION REPLY IDEAS**

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

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

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

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

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

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

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

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

*Refer to 49 U.S.C. § 5323(l)(1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, and 49 C.F.R. part 31.*

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 13.4. Access to Records and Reports

*Refer to 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, and 49 C.F.R. part 633.*

- A. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-contracts, leases, subcontracts, arrangements, other third party contracts of any type, and supporting materials related to those records.

- B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this contract for a period of at not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- D. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## 13.5. Federal Changes

*Refer to 49 C.F.R. part 18*

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

## 13.6. Civil Right Laws and Regulations

*Refer to 49 U.S.C. § 5332, 49 U.S.C. Chapter 53, 42 U.S.C. § 2000e, Executive Order No. 11246, 20 U.S.C. § 1681 et seq., 49 C.F.R. part 25, 42 U.S.C. § 6101 et seq., 45 C.F.R part 90, 29 U.S.C. 42 U.S.C. § 621 et seq., 29 C.F.R. part 1625, and 42 U.S.C. § 12101 et. Seq.*

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

- A. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - 1. **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - 2. **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- B. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC)

implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

- D. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

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

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

- A. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not

discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- E. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## 13.7. Equal Employment Opportunity

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 13.8. Disadvantaged Business Enterprise (DBE)

*Refer to 49 C.F.R. part 26.*

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

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

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

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

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

#### **DBE Participation Goal**

The agency's overall goal for DBE participation for the period October 1, 2022 through September 30, 2025 is 4.8%. **The City has not set a specific goal for this project.** Good Faith Efforts are encouraged, if possible.

### 13.9. Energy Conservation

*Refer to 42 U.S.C. 6321 et seq., and 49 C.F.R. part 622, subpart C.*

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

### 13.10. Americans with Disabilities Act (ADA)

*Refer to 49 C.F.R. part 37 and 49 C.F.R. part 38.*

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

### 13.11. Privacy Acts

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

### 13.12. Safe Operation of Motor Vehicles

*Refer to 23 U.S.C. part 402, Executive Order No. 13043, Executive Order No. 13513, and U.S. DOT Order No. 3902.10.*

#### **Seat Belt Use**

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

#### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

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

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



### 13.14. Termination

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a “Default”), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City’s intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

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

### 13.15. Debarment and Suspension

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 13.16. Violation and Breach of Contract

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

*Refer to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (A).*

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

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

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

For purposes of this Contract, breach shall include:

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

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

#### **Remedies**

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

#### **Disputes**

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

#### **Performance during Dispute**

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

#### **Claims for Damages**

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

#### **Remedies**

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

#### **Rights and Remedies**

Duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 13.17. Restrictions On Lobbying

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

*Refer to 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200, Appendix II (J), and 49 C.F.R. part 20.*

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

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

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

*Refer to 42 U.S.C. §§ 7401-7671q, 33 U.S.C. §§ 1251-1387, and 2 C.F.R. part 200, Appendix II (G).*

### Clean Air Act

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

### Federal Water Pollution Control Act

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

The Contractor agrees:

- A. It will not use any violating facilities;
- B. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- C. It will report violations of use of prohibited facilities to FTA; and
- D. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

- E. It will include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### 13.19. Seismic Safety

*If this solicitation or contract pertains to the construction of new buildings or for additions for existing buildings Refer to 42 U.S.C. 7701 et seq., 49 C.F.R. part 41, and Executive Order No. 12699.*

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 CFR part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

### 13.20. E-Verify Requirement

The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

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

### 13.22. Notification to FTA

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

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

by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of City.

### 13.23. Prompt Payment

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

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

- A. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. See Public Law 115-232, section 889 for additional information.

D. See also § 200.471.

## 13.25. Notice to Third Participants

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

## 13.26. Special DOL EEO Clause

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions \_\_\_\_\_ for \_\_\_\_\_ noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

## 13.27. Federal Tax Liability and Recent Felony Convictions

- A. The contractor certifies that it:
  - 1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - 2. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
- B. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, \_\_\_\_\_ without regard to the value of any sub agreement.

## 13.28. Severability



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

### 13.29. Solid Wastes

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

### 13.30. Trafficking in Persons

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