

**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR
IMPACT OF LIVING WAGE STUDY**

RFP# 010218-HRDX-RW

March 1, 2001

SECTION I - REQUEST FOR PROPOSAL OVERVIEW & PROCEDURES

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter "City") is requesting proposals from qualified firms or independent providers of management consulting services with experience in determining costs and other impacts of proposed local ordinance initiatives (living wage and health insurance) on the City, the Utility, the County and businesses with whom these entities contract.

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	March 1, 2001
Deadline for receipt of questions	March 16, 2001
Deadline for receipt of proposals	March 30, 2001 (3:00 p.m. local time)
Evaluation/Selection process	Weeks of April 2 and 9
Vendor presentations	Week of April 30, 2001
Projected award date	May 14, 2001

C. PROPOSAL SUBMISSION

One original and 11copies (**a total of 12**) of the complete proposal must be received by March 30, 2001 at 3:00 p.m. local time at which time all proposals will be publicly opened.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
General Government Purchasing
200 East University Avenue, Room 339
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays observed by the City.

Proposals may be mailed to:

City of Gainesville
General Government Purchasing, Mail Station 32
P.O. Box 490
Gainesville, Florida 32602

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), March 30, 2001 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both proposals. In the absence of a corporate seal, the proposals must be notarized by a Notary Public.

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

D. DEADLINE FOR QUESTIONS

Prospective proposers or their representatives may ask questions pertaining to the project. It is requested that questions be faxed to the contact person by close of business March 16, 2001 in accordance with Sections E and F below..

E. CONTACT PERSON

The contact person for this RFP is Ralph Wisco, Senior Buyer at (352) 334-5021 in Purchasing. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with City personnel related to this RFP is permitted, except as authorized by the contact person. Any such unauthorized contact may result in the disqualification of the proposer's submittal.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP 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.

I. COSTS INCURRED BY PROPOSERS

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.

J. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

K. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered 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 and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

L. PROPRIETARY INFORMATION

Responses to this RFP upon receipt by the City become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential and/or proprietary, you should clearly assert such exemption and the specific legal authority of the asserted exemption. All material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with firm or independent contractor's name and the proposal number marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim.

M. QUALIFICATIONS OF PROPOSERS

As a part of the proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

If proposer is determined to be irresponsible or unreliable, City will notify proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

N. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations.

O. RIGHTS OF APPEAL

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

P. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers 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.

Q. REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

R. LOCAL MINORITY ENTERPRISE AND LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the City of Gainesville that qualified local minority and local small business enterprises (MBEs/SBEs) as defined in the City of Gainesville's Local MBE/SBE Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that local minority and local small businesses are strongly encouraged to submit a bid in response to any procurement opportunity let by the City of Gainesville. Prime contractors are strongly encouraged to utilize qualified local minority and local small subcontractors and material suppliers.

Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its MBE/SBE obligations under a City contract, shall be in violation of the

Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy.

SECTION II - SCOPE OF SERVICES

A. Purpose of Request for Proposal

The City of Gainesville is requesting proposals for the purpose of selecting a consulting firm or independent contractor to identify the impact that adopting a Living Wage Ordinance (LWO) will have on the City of Gainesville (City), Gainesville Regional Utilities (GRU), Alachua County and on businesses with whom these entities contract for services, including businesses identified as being Minority and/or Small Business Enterprises.

The LWO would be intended to apply only to entities that provide contracted services (and not goods) to the City, GRU and Alachua County. Typical services proposed to be included under the ordinance are:

1. Food preparation and/or distribution
2. Security services
3. Routine maintenance services such as custodial, cleaning, refuse removal, repair refinishing, and recycling
4. Temporary staffing services.
5. Transportation and parking services
6. Printing and production services
7. Landscaping, lawn, and/or agricultural services
8. Construction services

It is the intent of the City of Gainesville to enter into a contract for the provision of the required consulting services with a firm or independent contractor who has demonstrated skill and experience in the disciplines outlined herein. Prior experience in this specific area and/or knowledge of local government are highly desirable.

B. Background Information

The City of Gainesville General Government (GG) and Gainesville Regional Utilities (GRU) have approximately 1,800 employees who provide municipal and utility services throughout Gainesville, Florida and the surrounding urban area and contract for a variety of services with businesses including a significant number of Minority and/or Small Business Enterprises. Several years ago the City embarked on an aggressive program to achieve greater local MBE/SBE participation in City bids.

Alachua County Board of County Commissioners (AC) employs approximately 800 employees who provide services to the citizens of Alachua County in the following areas: Administrative Support; Community Support; Court Services; Environmental Protection; Fire/Rescue; Growth Management, and Public Works. The County also contracts out for a variety of services with businesses, including a significant number of small and minority businesses.

C. Scope and Requested Services

The firm or independent contractor will be engaged by the City to perform the services outlined herein and is expected to work closely with City and County staff working with the Living Wage Coalition. The firm or independent contractor will be required to prepare various reports or assessment documents as requested by the City and the County and attend meetings to present their findings. Alachua County is a third party beneficiary of this contract.

The firm or independent contractor selected will be expected to perform the following tasks related to possible adoption of a Living Wage ordinance.

1. Determine the average family size for families living within the Gainesville Metropolitan Statistical Area (MSA) which includes Alachua County only.
2. Determine the minimum living expenses for the family described in #1 above.
3. Determine the minimum living expenses for a family of four for residents of the Gainesville MSA.
4. Recommend an hourly Living Wage (LW) with health coverage provided, and without being provided.
5. Determine the financial and describe other potential impacts, if any, to the (GG), (GRU), and (AC) at LW, LW+10%, LW+20%, and LW+30%.
6. Determine the financial and describe other potential impacts, if any, to Minority and/or Small Business Enterprises (MBE/SBE) contracting with (GG), (GRU), and (AC) at LW, LW+10%, LW+20%, and LW+30%.
7. Determine the financial and describe other potential impacts, if any, to non-MBE/SBE businesses contracting with (GG), (GRU), and (AC) at LW, LW+10%, LW+20%, and LW+30%.
8. Determine the effectiveness of imposing a Living Wage on the community, i.e. what reduction in poverty level will result?
9. Determine any effective alternatives to a Living Wage.
10. Determine the financial impact resulting from reduction in government benefits (such as low income housing, food stamps, increased taxes, etc.) due to receipt of a Living Wage.
11. What effect does the University of Florida student population have on the Economic Profile of Alachua County?

Other tasks as recommended by the firm or independent contractor as appropriate for a LWO assessment will be considered and should be included in the consultant's proposal.

While the City and County can list some of the "other potential impacts" called for in the tasks above such as possible wage compression for City and County workers, potential displacement of workers the targeted ordinance is supposed to help, possible reduction in firms willing to

contract to provide services, and/or increased costs for services, etc.; we are looking to the Consultant chosen to identify and include those which are relevant to this study based upon their expertise and experience.

SECTION III - PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

A. FORMAT AND CONTENTS OF PROPOSAL

1. **Table of Contents:** The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.
2. **Understanding and Approach:** Describe the firm or independent contractor's understanding of the objectives and scope of request for proposal. Include the firm or independent contractor's general approach to performing the study, and enhancements or expansions to the scope of services presented herein, and list sample deliverables.
3. **Schedule:** A proposed timetable for each component of the study must be included.
4. **Designated Contact:** Designate a contact person who is qualified to do the proposed study and will be the principal consultant for this project. The designee should be able to provide information and assistance and be authorized to conduct follow-up conversations with the City.
5. **Qualifications of the Firm or independent contractor and assigned staff:** List the Firm or independent contractor's qualifications and related experience; as well as qualifications for the staff assigned to the projects. Include a list of former clients and a description of projects most similar in size and scope to the one being requested. The projects described should demonstrate any relevant experience in the public or private sector.
6. **References.** Supply a list of references for similar projects, either in the public or private sector. Include the name of the firm or political entity, a contact name, title, and telephone number for each reference.
7. **Pricing:** Each of the tasks must be priced separately and include a timeline for completion. If the firm or independent contractor is unable to provide a price for any task based upon the information provided, it shall so indicate in its proposal and include the reasons for its inability to price the task. At the City/County's sole discretion and based upon the information provided, failure to price a task may not be grounds for a determination of nonresponsiveness. The City reserves the right at its option to choose which of the scope of work items it will contract for or to negotiate additional services expanding the scope of work as determined by evaluation findings or work recommendations by the firm or independent contractor. Include a listing of

any anticipated additional charges, as well as, out-of-pocket reimbursements that will typically be billed to the City that are not included in the individual task quotes.

B. PRESENTATION FORMAT (If requested)

Oral presentations may be required of finalists before the final selection is made. The oral presentation must be made by the person(s) responsible for doing this study. Requested content of the oral presentation will be provided at the time that the City issues invitations to present.

SECTION IV - EVALUATION CRITERIA AND PROCEDURES

A. EVALUATION CRITERIA

Proposal evaluation involves an assessment of both the quality of the proposals and the ability of the proposers to fulfill the requirements of the RFP based upon the qualifications and experience presented. The successful proposer will be the one evaluated most favorably.

The proposals will be evaluated to ensure that all material requirements of the Request for Proposals are met. Those proposals determined to be responsive will be further evaluated based on the following:

1. **Understanding and Approach.** The firm or independent contractor's understanding and approach to the study being requested will be evaluated for content, clarity, and conciseness, as well as, the firm or independent contractor's recommendations as to the best approach for the study.
2. **Qualifications and Experience.** The qualifications and experience of the firm or independent contractor and its personnel assigned to the project will be reviewed in order to assess the ability of the firm or independent contractor to successfully complete the study. References will also be considered.
3. **Price.** The firm or independent contractor's proposed price to complete the project will be evaluated.

After the responsive proposals have been evaluated, a selected number may be invited to make a presentation to the selection team. References will be checked and the final ranking will be determined. Negotiations will begin with the highest ranked firm or independent contractor.

B. SELECTION PROCESS

The contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. An evaluation committee consisting of City and County staff plus members from the Living Wage Coalition will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors 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.
3. The final ranking of firms will be based upon a combination of the written proposal and oral presentation/demonstration (if requested) scores and 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 vendor.
4. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of a study on the impact of a living wage. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contact is negotiated.

SECTION V - GENERAL PROVISIONS

A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The City reserves the right, at its option, to choose which of the scope of work items it will contract for or to negotiate additional services expanding the scope of work as determined by evaluation findings or work recommendations by the firm or individual contractor. 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.

The Contract to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. 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.”

2. Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders certified as a Disadvantaged Business Enterprise; (3) Bidders determined to be a Small Business Enterprise; (4) Bidders located within the City of Gainesville; (5) Bidders located within Alachua County; and (6) Bidders located within the State of Florida.
3. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney’s fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
4. Insurance. Insurance coverage acceptable to the City shall be required. Proposer shall submit copy of their certificate of insurance showing coverage for the general and professional liability and workers compensation coverage.
5. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
6. Term. The term of the contract will commence upon final execution and will continue until the completion of the project originally contracted for. Should additional work be required, the City, may at its option, negotiate and extend the scope of the contract to include the additional task(s) desired.
7. Termination. The contract will provide termination by either party without cause upon 60 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.
8. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida.

DRUG-FREE WORKPLACE FORM

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

_____ does:
(Name of Business)

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

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

Bidder's Signature

Date

DEBARRED AND SUSPENDED BIDDERS:
Breach of Contract

1. Scope.

This policy prescribes policies and procedures relating to:

 - (a) the debarment of bidders for cause;
 - (b) the suspension of bidders for cause under prescribed conditions;
and,
 - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measure should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.
- 2.1 Definitions.
 - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
 - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
 - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
 - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
 - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
 - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.
 - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
 - (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
 - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. Treatment to be Accorded Firms or Individuals Debarred or Suspended
Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.
 - (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined

essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.

- (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Department of Management and Financial Services is authorized to debar a firm or individual in the public interest for any of the following causes occurring within ten (10) years of debarment.

(a) Causes

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
- (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
- (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
- (5) Debarment by any other governmental agency.

(b) Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Department of Management and Financial Services.
- (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
- (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exist). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Department of Management and Financial Services.

- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Department of Management and Financial Services shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Department of Management and Financial Services may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
 - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
 - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
 - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and

approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

When the Department of Management and Financial Services seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Department of Management and Financial Services shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for debarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

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

BID #:010218-HRDX-RW

DUE DATE: March 30, 2001

SEALED PROPOSAL ON: Impact Study on Living Wage

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7.0 Other: _____

Company: _____

Address: _____

Are you a minority business? yes _____ no _____

CITY OF GAINESVILLE, FLORIDA

ADDENDUM NO. 1

Date: March 21, 2001

RFP Date: March 30, 2001
3:00 P.M. (Local Time)

RFP Name: RFP for Impact of Living
Wage Study

RFP No.: 010218-HRDX-RW

NOTE: This Addendum has been issued only to all holders of record of the Specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

- Q.1. In Section II. C. task 2 are you expecting an empirical study to be done on Gainesville, or use of the government's official poverty level, or use of various studies done elsewhere?
- A.1. We are leaving the methodology of obtaining a Living Wage rate to the proposers. Our expectation is that whatever methodology is used that it will support whatever rate the proposer recommends. Obviously the least costly alternative for arriving at a credible rate, the more competitive the proposal.
- Q.2. In Section II. C. task 5, will the City, Utility, and County be providing payroll data and what form will it take?
- A.2. We have the ability to download payroll data into an Excel or Access spreadsheet which would allow the consultant to manipulate it as necessary. We will supply as much raw data as the selected proposer needs that is within our ability to furnish.
- Q.3. Can you supply the researcher with a list of all minority or small business service and construction contracts? Also a list of contracts with non-minority or local businesses providing services or construction? Can these be identified with SIC Codes?
- A.3. We can provide the researcher with as much raw data as they require that is within our ability to furnish. Government utilizes NIGP commodity codes rather than SIC codes. The listing of all contracts could be marked up to indicate whether a particular vendor is a minority or local business vendor. The number of contracts changes over time as some contracts are let on a yearly basis while others are for a specific project.
- Q.4. In Section II. C. tasks 8 and 9 do you want a discussion of poverty alleviation effects and a similar discussion of alternatives?

A.4. We are interested in knowing how, or if, the poverty level in other communities who have enacted a Living Wage Ordinance has been reduced or affected. Where Living Wage Ordinances were not enacted did the community employ any other methods for improving the wage rate opportunity, such as vocational training, tuition reimbursement, pay for classroom time, or other alternatives?

Q.5. In Section II. C. task 11 is rather a different type of task than the others. Can you be more specific about what you are looking for and why this task is here?

A.5. If the University student population did not exist in our community what effect would this have on the factors that need to be considered in arriving at a credible Living Wage rate?

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:

BY:

DATE:
