

**Gainesville.**  
**Citizen centered**  
**People empowered**

**Issue Date: March 22, 2019**

**Question Submittal Deadline is: April 11, 2019**

**Bid Due Date: April 22, 2019 @ 3:00 p.m.**

**INVITATION TO BID**

**Temporary Employment Agency to provide Reichert  
House Kitchen Positions**

**BID NO. GPDC-190037-MS**

Procurement Representative:  
Melanie Sowers, Procurement Specialist  
Procurement Division  
Phone: (352) 393-8779  
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Email: [sowersma@cityofgainesville.org](mailto:sowersma@cityofgainesville.org)

**City of Gainesville**  
**200 East University Avenue, Room 339 – Gainesville, Florida 32601**

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**CITY OF GAINESVILLE  
GENERAL GOVERNMENT PROCUREMENT  
INVITATION TO BID**

**DATE: March 22, 2019**

**BID #: GPDC-190037-MS**

**BID DATE: April 22, 2019 @ 3:00 p.m. (local time)**

**BID NAME: Temporary Employment Agency to provide Reichert House Kitchen Positions**

Sealed bids will be received by the City of Gainesville, Florida, at General Government Procurement until 3:00 p.m., local time, on the bid date, at which time and place all bids will be publicly opened and will be available for inspection upon notice of award or intended award or within 30 days after bid opening, whichever is earlier. If special accommodations are needed in order to attend a pre-bid conference or a bid opening, please contact the Procurement Division at least 72 hours in advance. Bid prices may be read at the public bid opening, at the sole discretion of General Government Procurement. Bids must be in the possession of General Government Procurement prior to bid call at 3:00 p.m. on the bid date. Possession is defined as being physically received in General Government Procurement at City Hall, 200 East University Avenue, Room 339, Gainesville, Florida 32601. The time clock located in General Government Procurement will be the official time for bid call. Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. ANY BID RECEIVED IN GENERAL GOVERNMENT PROCUREMENT AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Bids must be completed and signed in ink in space[s] provided on the enclosed bid form(s) and submitted in triplicate or bid will be subject to rejection. In addition, proposer should provide one (1) electronic copy of their bid in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc. Delivery shall be F.O.B. Gainesville, Florida. The point of delivery will be specified on the purchase order or other notification of acceptance. Please note that if bonds are required, they must be in the approved form attached to the specifications or the bid will be subject to rejection.

There will be a non-refundable fee of \$2.00 per set of plans and specifications picked up at the City of Gainesville Procurement Division.

Any deviation from the specifications must be explained in detail on sheets attached to the Bid Form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful Bidder will be held responsible for meeting the Specifications. A Bidder who is aggrieved in connection with the specifications of this bid must advise General Government Procurement in writing prior to the opening of bids. If Bidder wishes its Standard Terms and Conditions to be considered as part of its bid, such terms and conditions must be made part of the "Clarifications and Exceptions." The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsible and responsive Bidder whose bid is determined by the City to be in its best interest. Notice of intended award shall be posted at 200 E. University Avenue, Gainesville, Florida. Protests in respect to intended award must be filed within five business days of posting for purchases which do not require prior approval of the City Commission and within five business days for purchases which require prior approval of the City Commission. It is the Bidder's responsibility to inform himself of intended award and specific protest procedures.

Melanie Sowers  
General Government Procurement  
(352)393-8779

**PROPOSAL**

TO: City of Gainesville, Florida  
 Procurement Division, Station 32  
 200 East University Avenue  
 Gainesville, Florida 32601-0490

PROJECT: Temporary Employment Agency to provide Reichert House Kitchen Positions

BID #: GPDC-190037-MS

CITY'S REPRESENTATIVE [to be contacted for additional information on this Proposal]:

Name: Melanie Sowers Telephone: 352-393-8779  
 Fax: 352-334-3163  
 Email: sowersma@cityofgainesville.org

Bidder \_\_\_\_\_ Legal \_\_\_\_\_ Name: \_\_\_\_\_  
 \_\_\_\_\_ Bidder  
 Alias/DBA: \_\_\_\_\_  
 Bidder's Address: \_\_\_\_\_

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this proposal)

Name: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Date: \_\_\_\_\_ Fax Number \_\_\_\_\_  
 Email address \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. [For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.]

The Bidder further declares that he has carefully examined these Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

## **BID SPECIFICATIONS**

### 1. DEFINITION OF TERMS

- 1.1 Authorized Representative: Any representative of the City, whether or not a City employee, designated as the City's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 1.2 Bidder: Any person, firm, corporation, organization or agency submitting a bid for the work proposed, or its duly authorized representative.
- 1.3 City: City of Gainesville, Florida, or an Authorized Representative.
- 1.4 Commercially Useful Function: shall exist when the business responsible for execution of the work of the contract is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- 1.5 Contract or Agreement: The Contract executed by the City and Contractor for the performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 1.6 Contract Price: The total sum of moneys payable to the Contractor for completion of the Work in accordance with the Contract.
- 1.7 Contractor: The person, firm, corporation, organization or agency with whom the City has executed a contract for performance of the work or supply of equipment or materials, or its duly authorized representative.
- 1.8 Control: Means having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business. In determining whether socially and economically disadvantaged owners control a firm the City may utilize the criteria in 49 CFR Part 23 & 26, Section 26.71.
- 1.9 Local business: The vendor has a valid business tax receipt, issued by the City of Gainesville, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -C. The business tax receipt must be issued at least six months prior to bid or proposal opening date.
- 1.10 Local Small and Service-Disabled Veteran Business: A Small and/or Service-Disabled Veteran Business, which is duly licensed and authorized to engage in business, maintains a permanent principal place of operation with no more than 200 full time employees within the corporate limits of the City of Gainesville, has a net worth not exceeding \$5 million and maintains a current City business tax receipt, and is certified by the Office of Equal Opportunity.
- 1.11 Material Supplier: (also Supplier) a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

- 1.12 Specifications: Directions, provisions, and requirements contained in the Invitation to Bid, Instructions to Bidders, Special Provisions, General Conditions, Technical Specifications (if any), Supplementary Conditions (if any), Bid Form, Bids (if any), together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.
- 1.13 Subcontractor: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.14 Supplier: (also Material Supplier) A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.15 Work: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 1.16 Laws and Regulations: Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

2. BIDS

Bids may be sent to General Government Procurement as specified on the Invitation to Bid. Any bid received after the time specified in the Invitation to Bid will not be considered and will be returned unopened. Bids shall be signed and submitted on this form. Any exceptions or clarifications to any specification shall be clearly indicated on a separate sheet(s) attached to this form and shall specifically refer to the applicable specification paragraph and page. Exceptions or clarifications not so indicated will not be considered as part of the bid. The envelope shall be sealed and plainly labeled as a sealed bid for the project as named above and shall specify the time and date specified in the Invitation to Bid, which shall be the time and date for opening of bids.

3. SIGNING AND SUBMISSION OF BID

Signing and delivery of the Bid represents the Bidder's acceptance of the terms and conditions of this Proposal and if awarded the Bid by the City, the Proposal as accepted will represent the agreement between the parties. Bids must be signed in ink in space[s] provided. Unsigned bids will be considered incomplete and subject to rejection. Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any Bidder is interested in more than one bid, all bids in which such Bidder has interest will be rejected.

4. JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT

All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.

5. EVALUATION AND AWARD

The City shall consider the following criteria in making the award:

- (a) price
- (b) past performance of Bidder
- (c) unacceptable deviations or exceptions taken to these Specifications
- (d) degree of compliance with any other requirement of these Specifications

6. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the responsible and responsive Bidder whose bid is determined by the City to be in its best interest. The City also reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work or supply the materials, and if, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

7. EXAMINATION OF THE SITE – TECHNICAL QUESTIONS

If any portion of the work is to be performed on City property, the Bidder may visit the job site before submitting this bid to become familiar with the prevailing local conditions which may affect the work to be done. The City's Representative may be contacted about arrangements to visit the job site or technical questions relating to the performance of the work.

8. EFFECT OF BID

Any bid submitted in response to these Specifications shall be binding for a period of 60 calendar days after the bid opening date. An award made under these Specifications shall in no way prevent the City of Gainesville from requesting bids and purchasing identical or similar services to those covered herein.

9. 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 located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss.

10. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that all local small and service-disabled veteran businesses as defined in the Local Small Business Procurement Program Policies and Procedures, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each proposer is asked to state whether it will utilize small and service-disabled veteran that are eligible for assistance to perform work on the project(s) being advertised. For firms not yet certified by the City, a small and service-disabled veteran application may be requested and submitted to the Office of Equal Opportunity. Applications can be downloaded from the Office of Equal Opportunity website at <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>. To be considered as a certified small and/or service-disabled veteran, a proposer must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity's website.

11. CONTACT

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

12. DAVIS-BACON

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

13. CONFIDENTIAL AND/OR EXEMPT INFORMATION

Florida's Public Records Law

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, formatting, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the agency, are public records. (Section 119.011(12), Florida Statutes). Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records. (Section 119.07(1)(a), Florida Statutes). Accordingly, all responses to bids, and the documentation and materials attached to bids or provided to the City in connection with a bid are considered to be available for public inspection and copying unless the public record is confidential and/or exempt.

How to Designate Information as Confidential and/or Exempt

If a bidder believes that its response contains information that is confidential and/or exempt (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must:

1. Provide a **redacted** hard copy of its response which will be available for public inspection.
2. Provide an electronic copy of the **redacted** document in a pdf format (CD or flash drive).
3. Provide one (1) original and three (3) **unredacted** copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow.
4. On the outside of the envelope containing the **unredacted** document, provide a general description of the information bidder 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.

How the City will Handle Material Identified as Confidential and/or Exempt

The City's evaluators will be provided with the complete proposal, including any confidential and/or exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder 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.



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 bidder at the conclusion of the bidding process.

*City's Position Regarding Claims of Confidential and/or Exempt Information*

The City offers no opinion as to whether a bidder's reference to any Florida or Federal statute is correct and/or accurate. The City does not warrant or guarantee that any information designated by a bidder as confidential and/or exempt from disclosure conforms to the requirements of Florida or Federal law.

*Bidder to Defend, Indemnify, and Hold City Harmless in the Event of a Public Records Request*

Bidders should be aware that the designation of information as confidential and/or exempt may be challenged in court by any person or entity. By designating information as confidential and/or exempt, the bidder agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to a bidder's designation of information as confidential and/or exempt, and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to a bidder's designation of information as confidential and/or exempt.

*Waiver of Claim of Confidential and/or Exempt*

Failure to comply with the requirements above shall be deemed a waiver by a bidder to claim that the information in its proposal is confidential and/or exempt.

## **CONTRACT SPECIFICATIONS**

14. CITY'S CONTRACTOR

Upon award and execution of a contract or issuance of a purchase order incorporating the provisions of these Specifications, the successful Bidder will be designated the City's Contractor.

15. RESPONSIBILITY OF CONTRACTOR/INDEMNIFICATION

The safe and complete prosecution of the work shall be the responsibility of the Contractor. Subcontractors shall not be permitted. The Contractor shall indemnify and hold harmless the city, its agents, officers and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the work through the use of unacceptable materials or by or on account of any activity or omission, neglect or misconduct of the Contractor or a Subcontractor or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" or any other law, by-laws, ordinance, order or decree. Contractor shall follow all City, County, State and Federal laws, regulations or ordinances. Contractor shall remedy promptly, and without cost to the City, any defective materials or workmanship supplied under the Contract which appear within one year from the date of completion of the work.

16. LIABILITY INSURANCE

The Contractor shall not commence work until obtaining the following: [items checked]

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Insurance protection for any employees engaged in hazardous work under this Contract not protected under the worker's compensation statute

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance  
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

"XCU" (Explosion, Collapse, Underground Damage)

Contractor's Pollution Liability

An insurance certificate shall be provided in a form acceptable to the City which gives the City 30 days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

17. TERM OF CONTRACT

The contract period for work under this agreement shall commence upon execution of the contract and shall end on September 30, 2021.

However, upon satisfactory and faithful performance of this contract by the Contractor, the City reserves the right, through negotiation with the Contractor, to extend the term of this contract for a 12-month period with a maximum of two (2) such extensions.

The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

18. DELAY

The City shall have the right to suspend the work wholly or in part for up to three months without additional payment or allowance but extra time equivalent to the time of suspension shall be granted for completion of the suspended work. If Contractor's performance is delayed by fire, lightning, earthquake, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract may be extended at the option of the City for a period equivalent to the time lost by reason of any of the aforesaid causes.

19. TERMINATION

If the Contractor fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten days' written notice to the Contractor of its intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE.

20. TERMINATION FOR CONVENIENCE

City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

Termination of the contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

21. CLEANUP AND FINAL PAYMENT

Work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition. Final payment will be withheld until all work is accomplished.

22. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or subcontract in whole or in part any right or obligation under this Agreement or any monies due or to become due thereunder without the written consent of the City.

23. SOVEREIGN IMMUNITY

Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

24. PAYMENT

Payments will be due to the Contractor 30 days after receipt of a proper invoice; provided, however, that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with these specifications or because unacceptable equipment or materials were delivered as determined by the City's inspection. The City shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).

25. PROMPT PAYMENT ASSURANCE

LATE PAYMENTS BY CONTRACTORS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS PENALTY

When a contractor receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 10 days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

26. CLAIM FOR EXTRA PAYMENT OR CHANGE ORDER

If the Contractor claims that any instruction or change issued by the City involves extra cost, it shall so notify the City in writing within ten (10) days after receipt of such instruction and in any event secure approval before proceeding to execute the work.

27. RECORDS/AUDITS  
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.
28. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES  
The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.
29. RIGHTS OF APPEAL  
Participants in this Invitation to Bid solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.
30. PERMITS AND LICENSES  
The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to the performance of the work.
31. COLLUSION  
The bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion or fraud.
- No City Commissioner, other City officer, or City employee shall directly or indirectly own more than five (5) percent of the total assets or capital stock of the bidding entity, nor shall such person directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. For purposes of this section, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.
32. 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 Equal Opportunity's website.

33. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS INSERT NAME, 352-334-\_\_\_\_, \_\_\_\_\_@CITYOFGAINESVILLE.ORG, AND P.O. BOX 490 MAIL STATION, GAINESVILLE, FL 32627) .**

**LIVING WAGE POLICY**

[ ] This contract is a covered service. (See Living Wage Decision Tree – Exhibit D attached hereto)

[X] This contract is **not** a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$12.3798 per hour (Living Wage with Health Benefits) or \$13.6298 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit E hereto, prior to the City executing the contract. Once executed, such certification will become a part of this contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

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

(1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.

(2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

### **PUBLIC ENTITY CRIME INFORMATION STATEMENT**

For your information, 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."

### **ADDENDA**

The Bidder hereby acknowledges receipt of Addenda No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ to these Specifications.

### **TAXES**

The subs bid below include Florida sales taxes on items required by Bidder to manufacture or supply the items to be provided or obtain items needed to perform the work, but do not include Florida sales taxes on the bid price below for equipment, materials or services to be provided to the City. The City of Gainesville is exempt from Florida sales taxes for certain purchases made by the City and will provide a tax exempt certificate upon request.

### **BID PRICES**

The "Wage Rate \$/Hour" represents the City's proposed rate of pay for the respective temporary positions, and may be subject to annual revision by the City. The "Wage Rate \$/Hour" times the "All-Inclusive Multiplier" equals the "Billing Rate".

<b>Job Classification</b>	<b>Wage Rate \$/Hour</b>	<b>All-Inclusive Multiplier</b>	<b>Billing Rate</b>
Kitchen Manager	\$ 16.50	_____	\$ _____ - _____
Kitchen Assistant	\$ 11.00	_____	\$ _____ - _____

**FOR INFORMATIONAL PURPOSES ONLY****Living Wage**

This contract is a Living Wage covered service. Although the Living Wage Ordinance may not apply to your submittal based on the Living Wage Decision Tree, to assist the City in its efforts to collect data we are requesting that you provide your Bid Prices as if the Living Wage rate did apply. **(Your response will not affect consideration of your submittal in any manner.)**

If the Living Wage Ordinance did apply, please indicate your bid price below.

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

NOTE: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

NOTE: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY THE. CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE

**LOCAL PREFERENCE****Check one**

Local preference requested:  YES  NO

A copy of your Business Tax Receipt and Zoning Compliance Permit should be submitted with bid if local preference is requested.

**QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS****Check one**

Is your business qualified as a local small business in accordance with the City of Gainesville's Small Business Procurement Program? (Refer to Definitions)  YES  NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions)  YES  NO

**LIVING WAGE COMPLIANCE**

See Living Wage Decision Tree hereto **check one**

- Living Wage Ordinance does not apply  
(check all that apply)
- Not a covered service
  - Contract does not exceed \$100,000
  - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
  - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply; Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (Check)

- Bid is in full compliance with the Specifications.
- Bid is in full compliance with the Specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

CORPORATE SEAL (If corp.)

ATTEST/WITNESS:

BIDDER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## TECHNICAL SPECIFICATIONS

### 1. SCOPE

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

### 2. DETAILED DESCRIPTION OF THE WORK

2.1 The contractor shall provide temporary personnel services on an as needed basis for the Gainesville Police Department.

2.2 Descriptions for each job classification intended to be filled under the resulting contract are provided. The city reserves the right to add other job classifications to the Contract as needed based on the City's requirements.

2.3 The Department Manager or designee from the Department requiring temporary personnel services shall be responsible for contacting the Contractor for the purpose of requesting required services based on the job classification needed.

### **Reichert House Academy's Kitchen Manager Job Position**

**Recommended Hour Rate: \$16.50 per hour**  
**State of Florida Certified Food Manager is required**

The Reichert House Youth Academy and Community Services division consists of many different units that serve our youth and other areas in the community. 1) The Reichert House Academy is an after school program designed for 2<sup>nd</sup> – 12<sup>th</sup> grade youth who are in need of assistance in making the transition from adolescence to adulthood. 2) The BOLD program was started to provide assistance to young men between the ages of 16-24 who needed professional guidance in addressing their life situations and circumstances. 3) Outpost Unit program (Alachua County School Board) was created to address students with the most severe, disruptive behaviors within the Alachua County School District, who were no longer a fit for the alternative school placement.

The Kitchen Manager will work to prepare/cook food items for our program participants. The Kitchen Manager will work in the Reichert House facility's commercial kitchen area and requires a commitment to work 40 to 50 hours per week. The final completed food items are placed for the participants to pick up and take to their tables.

The Kitchen Manager's primary job function is to prepare/cook the menu items of pre-planned complete meals for:

Reichert House children – Four days per week lunch and dinner for 80 (Summer Break Breakfast and lunch);

BOLD Program participants – 1<sup>st</sup> Friday of every month for 25; and

ACSB Outpost Unit Program participants – Dinner 5 days per week for 25.

Below is a summary of the tasks involved in the Kitchen Manager's Job Position:

- ✓ Accident/Incident Reporting
- ✓ Food Vendors relations
- ✓ Coordinate and supervise work of kitchen staff, assist with on the job training
- ✓ Consult with supervisory staff to plan menus, taking into consideration costs and special event meals
- ✓ Providing quality and timely prepared foods
- ✓ Follow sanitation guidelines
- ✓ Adhere to safety procedures
- ✓ Preparing the kitchen before the preparation of meals
- ✓ Making sure equipment is in working order, temperature logs for equipment for USDA Food Program
- ✓ Inspect food preparation and service areas to ensure observance of sanitary food-handling practices
- ✓ Properly store food items at appropriate
- ✓ Cleaning and sanitizing the kitchen before and after meals
- ✓ Knowledge of safety standards
- ✓ Keeping inventory of the stock; pantry, refrigerator, freezers
- ✓ Cleaning the kitchen and maintaining the cleanliness at all times as there could be an inspection at anytime
- ✓ Preparing ingredients beforehand, like cleaning and prepping the food; wash, peel, cut, and seed fruits and vegetables to prepare them for consumption
- ✓ Weighing, measuring, and mixing ingredients according to recipes or personal judgement, using various kitchen utensils and equipment
- ✓ Portion, arrange, and garnish food, and serve food. Estimate food consumption; then requisition or purchase supplies, or procure food from storage
- ✓ Meal planning, thorough knowledge of food schedule from multiple sources
- ✓ Preparing meals for Alachua County School Board Outpost Unit
- ✓ Preparing meals for monthly BOLD Program meeting
- ✓ Preparing meals for the Afterschool Program and also during Summer Enrichment Camp
- ✓ Season and cook food according to recipes or personal judgement and experience
- ✓ Observe and test foods to determine if they have been cooked sufficiently, using methods such as tasting, smelling, or piercing them with utensils
- ✓ Keep records and accounts for donated food items

- Pitch in and work as part of a team
- Report to work on time everyday
- Stock and rotate food
- Handle equipment, appliances, small wares, supplies, and tools
- Perform opening procedures
- Perform operating procedures
- Prepare and cook food items
- Track food quality
- Communicate effectively with co-workers and managers
- Notify Supervisor of completed meals
- Train new employees

### **Reichert House Academy's Kitchen Helper Job Position**

**Recommended Hour Rate: \$11.00 per hour**  
**Minimum High School Diploma is required**

The Reichert House Youth Academy and Community Services division consists of many different units that serve our youth and other areas in the community. 1) The Reichert House Academy is an after school program designed for 2<sup>nd</sup> – 12<sup>th</sup> grade youth who are in need of assistance in making the transition from adolescence to adulthood. 2) The BOLD program was started to provide assistance to young men between the ages of 16-24 who needed professional guidance in addressing their life situations and circumstances. 3) Outpost Unit program (Alachua County School Board) was created to address students with the most severe, disruptive behaviors within the Alachua County School District, who were no longer a fit for the alternative school placement.

The Kitchen Helper will be responsible for maintaining and cleaning the kitchen area and assisting the Kitchen Manager to prepare/cook food items for our program participants. The Kitchen Helper will work in the Reichert House facility's commercial kitchen area and requires a commitment to work 20 to 30 hours per week. The final completed food items are placed for the participants to pick up and take to their tables.

The Kitchen Helper's primary job function is to maintain and clean the kitchen area and assist the Kitchen Manager to prepare/cook the menu items of pre-planned complete meals for:

Reichert House children – Four days per week lunch and dinner for 80 students (Summer Break - Breakfast and lunch);

BOLD Program participants – 1<sup>st</sup> Friday of every month for 25 students; and  
ACSB Outpost Unit Program participants – Dinner 5 days per week for 25 students.

Below is a summary of the tasks involved in the Kitchen Helper's Job Position:

- Follow sanitation guidelines
- Adhere to safety procedures
- Clean and sanitize the kitchen before and after meals
- Get rid of the trash on a regular basis and clean trash receptacles and replace receptacle liners after the trash is removed
- Assist the Kitchen Manager in preparing meals for Alachua County School Board Outpost Unit
- Assist the Kitchen Manager in preparing meals for monthly BOLD Program meeting
- Assist the Kitchen Manager in preparing meals for the Afterschool Program and also during Summer Enrichment Camp
- Pitch in and work as part of a team
- Report to work on time everyday
- Assist with stocking food
- Handle equipment, appliances, small wares, supplies, and tools
- Assist in the preparation and cooking of food items

# **EXHIBITS**

## LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PROGRAM

It is the policy of the City of Gainesville that Local Small and Service-Disabled Businesses shall have the maximum opportunity to participate in the performance of all aspects of contracting and subcontracting opportunities for the City of Gainesville. In this regard, the City of Gainesville and its contractors will take all necessary and reasonable steps to ensure that Local Small and Service-Disabled Businesses have the maximum opportunity to compete for and perform such contracts/subcontracts and provide materials for such contracts/subcontracts.

*Except as provided below, evaluation of a bid/proposal may result in bid/proposal being rejected for failure to comply with the following conditions. Upon contract award, failure of any Bidder/Respondent to comply with these conditions/requirements which seek to maximize the use of Local Small and Service-Disabled Businesses shall constitute a breach of a contract award. Upon such breach, the City of Gainesville may at its option, terminate the contract and/or pursue any and all other appropriate remedies available under the contract or otherwise under applicable law.*

### **Contract Award Conditions:**

Contract award will be conditioned on meeting the requirements of this section. The City of Gainesville requires the following:

1. Submission by the Bidder/Respondent of the completed "Tabulation of Subcontractors" form (Exhibit I) with the bid/proposal;
2. The names and addresses of all Subcontractors. Clearly designate which Subcontractors are Local Small and Service-Disabled Businesses that will participate in the contract;
3. A description of the Work and/or Materials that each Local Small and Service-Disabled Businesses will perform or supply;
4. Percentage of the Work and/or Materials that each Local Small and Service-Disabled Business will provide on the project.
5. If the actual participation of Local Small and Service-Disabled Business in the apparently successful bid/proposal is not maximized, as determined by the Equal Opportunity Director, or designee, such bidder/respondent shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to bid or proposal submission, to maximize the use of Local Small and Service-Disabled Businesses on this project. Efforts undertaken after proposal submissions are not relevant to the decision to award.

### **Good Faith Efforts:**

A condition of contract award is that the contract award be made only to the Bidder/Respondent (including Local Small Business Bidders/Respondents) who maximize the utilization of Local Small and Service-Disabled Business subcontractors or who makes Good Faith Efforts to maximize the use of Local Small and Service-Disabled Business Subcontractors. The City of Gainesville will determine whether a Bidder/Respondent has made Good Faith Efforts if the Bidder/Respondent does the following:

**If the Bidder/Respondent does not maximize the participation of Local Small and Service-Disabled Businesses on this project, the Bidder/Respondent must provide all documentation** which by its scope, quality, quantity and intensity of the different kinds of efforts the Bidder/Respondent made to maximize participation can be confirmed and be evaluated. The documentation should be provided both as to those efforts wherein the Bidder/Respondent was successful in obtaining participation and those where it was not. In the latter case, the documentation should further indicate the reason for lack for success, i.e. Subcontractor's bid too high, Subcontractor who bids is apparently not qualified to perform the particular services, no bids received, etc.

**Mere pro forma efforts are not Good Faith Efforts to meet the Local Small and Service-Disabled Business requirements. The Bidder/Respondent will be required to submit written documentation of Good Faith Efforts when the participation on this project is not maximized, if they wish to be awarded the contract.**

The City of Gainesville will consider the following list of types of actions as a part of the Bidder's/Respondent's Good Faith Efforts to obtain Local Small and Service-Disabled Business Subcontractor participation. It is not

intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all Local Small and Service-Disabled Business who have the capability to perform the Work or provide Materials needed to complete the project. The Bidder/Respondent must solicit this interest within sufficient time to allow them to respond to the solicitation. The Bidder/Respondent must determine with certainty if they are interested by taking appropriate steps to follow-up the initial solicitations.
2. Selecting portions of the Work to be performed or portions of the Materials to be provided by Local Small and Service-Disabled Businesses in order to increase the likelihood that participation is maximized. This includes, where appropriate, breaking out contract Work items or Material items into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these Work items or provide these Material items with its own forces.
3. Providing interested Local Small and Service-Disabled Businesses with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. (a) Negotiating in good faith with interested Local Small and Service-Disabled Businesses. It is the Bidder's/Respondent's responsibility to make a portion of the Work or Materials available to the Subcontractors and to select those portions of the Work or Material needed consistent with the available Local Small and Service-Disabled Business Subcontractors, so as to facilitate participation. Evidence of such negotiation includes the names, addresses and telephone numbers of Local Small and Service-Disabled Businesses that were considered; a description of the information provided regarding the plans and specifications for the Work or Materials selected for subcontracting; and evidence as to why additional agreements could not be reached to perform the Work or provide the Materials.  
(b) A Bidder/Respondent using good business judgment would consider a number of factors in negotiating with Subcontractors, and would take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using Local Small and Service-Disabled Businesses is not in itself sufficient reason for a Bidder/Respondent's failure to seek to maximize the use of them as long as such costs are reasonable and/or may be offset by other less tangible benefits. Also, the availability or desire of a Bidder/Respondent, including a Local Small and Service-Disabled Business Bidder/Respondent to perform the Work or provide the Materials of a contract with its own organization does not relieve the Bidder/Respondent the responsibility to make Good Faith Efforts and maximize utilization of other Local Small and Service-Disabled Businesses. Bidder/Respondents are not, however, required to accept higher quotes from Local Small and Service-Disabled Businesses if the price difference is excessive or unreasonable or they are not qualified to perform the Work. These decisions should, however, be supportable and documented as part of the required Good Faith Efforts.
5. Making efforts to assist interested Local Small and Service-Disabled Businesses in obtaining bonding, lines of credit, or insurance as required by the City of Gainesville or Bidder/Respondent.
6. Making efforts to assist interested Local Small and Service-Disabled Businesses in obtaining necessary equipment, supplies, Materials, or related assistance and services.
7. Effectively using the services of available small, women, service-disabled veteran and minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of Local Small Businesses.

***In determining whether a Bidder/Respondent has maximized participation, the City of Gainesville will take into account the performance of other Bidders/Respondents in meeting this requirement of the bid/proposal and historical participation by Local Small and Service-Disabled Businesses involving similar Work or Materials. For example, when the apparent successful Bidder/Respondent fails to obtain or fails to maximize Local Small Business participation, but others Bidders/Respondents obtained and/or maximized such participation, the City of***

*Gainesville will reasonably raise questions whether, with additional reasonable efforts, the apparent successful Bidder/Respondent could have obtained and/or maximized participation. As indicated, a reasonable level of participation (maximization) may not be apparent until after bids/proposals are opened and participation of various bidders compared. Therefore, it is recommended that in all cases, all pre-submittal Good Faith Efforts be documented, and retained in the event that such are required to be submitted for review/verification.*

*Even if a Bidder/Respondent is a Local Small and Service-Disabled Business, maximizing the utilization of other Local Small and Service-Disabled Businesses is still required.*

**Local Small Businesses Terminations/Substitutions:**

*A Bidder/Respondent shall not terminate for convenience a Local Small and Service-Disabled Business Subcontractor and then perform the Work or provide the Materials of the terminated Subcontractor within its own forces or those of an affiliate without the prior consent of the City of Gainesville.*

*When a Local Small and Service-Disabled Business Subcontractor is terminated or fails to complete its Work or fails to provide the Materials on the contract for any reason, the prime contractor shall make Good Faith Efforts to find another Local Small and Service-Disabled Business subcontractor to substitute for the original Local Small and Service-Disabled Business. These Good Faith Efforts shall be directed at finding another Local Small and Service-Disabled Business to perform at least the same amount of Work or provide the same amount of Materials under the contract as the business that was terminated to the extent needed to meet the contract goal or commitment.*

*The City of Gainesville shall have the right to consider price, quality, past performance including meeting Small Business Procurement Program commitments, time required for performance and qualifications of the Bidder/Respondent in making the award.*

**Equal Opportunity Assurance:**

The Respondent, sub recipient, or Subcontractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity in the performance of this contract. Failure by the Respondent to carry out these requirements is a material breach of his contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

The Respondent shall include this assurance in each subcontract it signs with a Subcontractor or Material Supplier.

**Protest of Rejected Bid/Proposal – Administrative Reconsideration**

1. The Equal Opportunity Director or designee, shall review bids and proposals to evaluate whether said bids or proposals comply with the above stated requirements. In the event that a bid or proposal is rejected for failure to comply with the stated requirements, the affected bidder or respondent may obtain reconsideration of such determination by filing a Protest/Request for Reconsideration.
2. In the reconsideration, the Bidder/Respondent has the opportunity to demonstrate how the Bid/Proposal met the requirements of the Program. The Request for Reconsideration shall be submitted to the Office of Equal Opportunity within five (5) working days after receipt of notice of rejection. The Request for Reconsideration shall address the issues of whether the Bidder/Respondent maximized Local Small and Service-Disabled Business participation or made adequate good faith efforts to maximize the participation of local small and service-disabled business participation and shall include documentation associated with these factors.
3. The decision on reconsideration will be made by the Executive Chief of Staff.
4. The Bidder/Respondent may have the opportunity to meet in person with the Executive Chief of Staff to discuss the issue of whether it met the criteria outlined above (see Item 2).
5. The Bidder/Respondent will be sent a written decision on reconsideration, explaining the basis for finding that the Bidder/Respondent did or did not meet the criteria above (see Item 2).



6. All the arguments, documentation, and evidence, which is relevant to the Request for Reconsideration must be submitted by the Bidder/Respondent to the Executive Chief of Staff at least three (3) working days prior to the meeting described in Item 4 above or, if no meeting is held, three (3) days prior to the anticipated date of the decision on reconsideration. Absent fraud or mistake not attributable to the Bidder/Respondent, evidence of efforts undertaken subsequent to submission of the bid/proposal will not be considered. If no additional evidence or documentation is submitted by the Bidder/Respondent in accordance with the above, only the documents currently on file with the Purchasing Division will be reviewed at the meeting.

**QUALIFIED LOCAL SMALL BUSINESS UNAVAILABILITY FORM**

This form will assist you in meeting your Good Faith Efforts requirements. *Please TYPE or PRINT legibly. Use additional sheets as necessary.*

**\*Note:** Keep all relevant documentation that verifies opportunities were provided to Qualified Local Small Businesses. If it is not evident that your firm made Good Faith Efforts to maximize the Qualified Local Small Businesses, you will be asked to submit documentation.

BUSINESS RESPONSES: **1** -Did not bid in response to the invitation; **2** -Submitted a bid which was not the low responsible bid; **3** - Please specify other.

Qualified Local Small Business Name	Business Phone Number	Description of Work/Material Sought	Response of Business (1, 2 or 3)	Notes:

The undersigned representative of the prime contractor confirms that the above Qualified Local Small Businesses were invited to participate as subcontractors and/or materials suppliers in the prime contractor's the bid/proposal for the City of Gainesville.

Bidding/Proposing Company: \_\_\_\_\_ Form Completed By: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CITY OF GANESVILLE

### ARTICLE X. LOCAL PREFERENCE POLICY\*

**\*Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

#### **Sec. 2-620. Findings of fact.**

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

#### **Sec. 2-621. Definition.**

"Local business" means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the business tax receipt.

(Ord. No. 001261, § 2, 3-29-04)

#### **Sec. 2-622. Local preference in purchasing and contracting.**

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

#### **Sec. 2-623. Exceptions to local preference policy.**

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

**Sec. 2-624. Application, enforcement.**

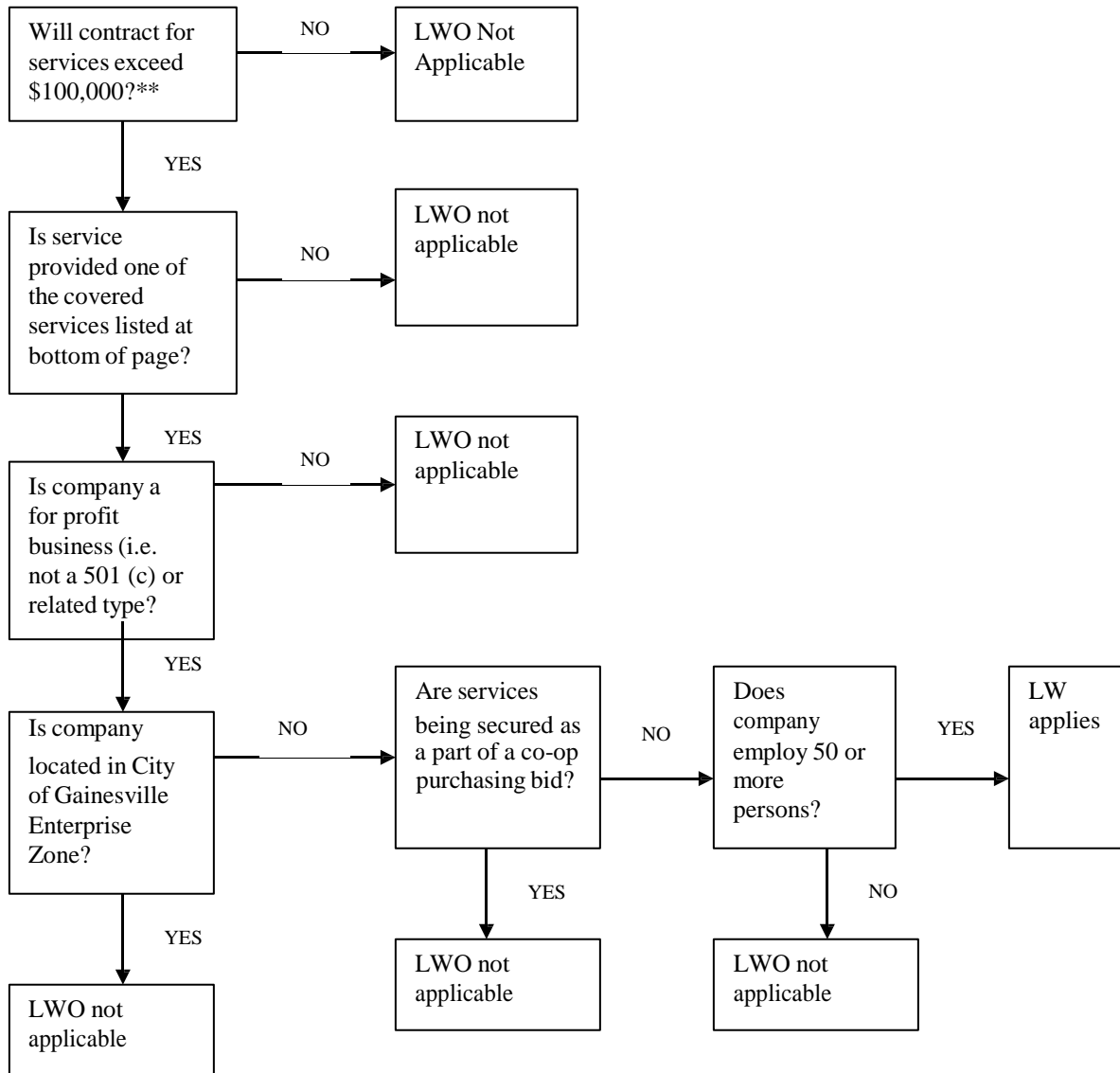
The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

**CITY OF GAINESVILLE**

**LIVING WAGE DECISION TREE**

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services\* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



**\*Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services  
**\*\*Total value of contract**

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for Temporary Employment Agency to provide Reichert House Kitchen Positions a living wage of \$12.3798 per hour to covered employees who receive Health Benefits from the undersigned employer and \$13.6298 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Local Contact Person \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\$ \_\_\_\_\_  
(Amount of Contract)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF GAINESVILLE**

**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 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 of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State 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 complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

CITY OF GAINESVILLE

**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

Proposer's E.I. Number: \_\_\_\_\_  
(Number used on Employer's Quarterly Federal tax return)



## 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 measures 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 probable 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 inadequate 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 Procurement Division 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 Procurement Division 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 Procurement Division 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 Procurement Division is authorized to debar a firm or individual in the public interest for any of the following causes occurring with 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 Procurement Division.
- (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 exists). 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 Procurement Division.
- (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 debaring 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 of 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 Procurement Division 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 Procurement Division 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 Procurement Division 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 requested 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 Procurement Division 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**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (potential contractor for a major third-party contract),  
\_\_\_\_\_ certifies to the best of its knowledge and belief that it  
and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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;
3. Are 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
4. Have 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.

(If the primary participant (potentially third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT),  
\_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND  
ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION  
AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE  
THERE TO.

\_\_\_\_\_  
Signature and Title of Authorized Official

**CITY OF GAINESVILLE**

Revised: 4/4/2005

**TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS**

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. **This form should be completed and submitted with the submittal.**

Please TYPE or PRINT legibly. Use additional sheets as necessary.

**SUBCONTRACTORS**

Company Name	Company Phone Number	Class of Work	% or Price of Work	Qualified Local Small Business
1.				<input type="checkbox"/> Yes <input checked="" type="radio"/> No
2.				<input type="checkbox"/> Yes <input checked="" type="radio"/> No
3.				<input type="checkbox"/> Yes <input checked="" type="radio"/> No
4.				<input type="checkbox"/> Yes <input checked="" type="radio"/> No
5.				<input type="checkbox"/> Yes <input checked="" type="radio"/> No

**MATERIALS SUPPLIERS**

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Qualified Local Small Business
1.				<input type="checkbox"/> Yes <input checked="" type="radio"/> No
2.				<input type="checkbox"/> Yes <input checked="" type="radio"/> No
3.				<input type="checkbox"/> Yes <input checked="" type="radio"/> No
4.				<input type="checkbox"/> Yes <input checked="" type="radio"/> No
5.				<input type="checkbox"/> Yes <input checked="" type="radio"/> No

Bidding Company Name: \_\_\_\_\_

Form Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

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

BID #: GPDC-190037-MS

DUE DATE: April 22, 2019

SEALED BID ON: Temporary Employment Agency to provide Reichert House Kitchen Positions

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 workload does not permit time to bid.
- \_\_\_\_\_ 5. Delay in payment from Governmental agencies.
- \_\_\_\_\_ 6. Do not handle this item.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Are you a Local Small Business?    yes \_\_\_\_\_                      no \_\_\_\_\_

Short form-services (9/25/03)  
revised. 10/1/04;1/26/05; 3/21/05;7/25/05;10/05;11/05;10/06; 8/27/2007;10/2011;05/2012;7/19/2017

## BUSINESS REFERENCES

**BIDDER:** \_\_\_\_\_

**PROJECT:** Temporary Employment Agency to provide Reichert House Kitchen Positions

**BID#:** GPDC-190037-MS

**BID DUE DATE:** April 22, 2019

Vendor must provide the following business reference information for three clients that a same or similar project has been provided within the past five years.

---

**#1** Project dates (i.e. 6/2009 to 9/2009): \_\_\_\_\_ Project Amount \$ \_\_\_\_\_

Project Client Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address (if available): \_\_\_\_\_

---

**#2** Project dates (i.e. 6/2009 to 9/2009): \_\_\_\_\_ Project Amount \$ \_\_\_\_\_

Project Client Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address (if available): \_\_\_\_\_

---

**#3** Project dates (i.e. 6/2009 to 9/2009): \_\_\_\_\_ Project Amount \$ \_\_\_\_\_

Project Client Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address (if available): \_\_\_\_\_