



GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA

Solicitation No. FPUR-200036-GD

Issue Date: June 8, 2020

Non-Mandatory Pre-bid Meeting: Thursday, June 18, 2020; 9:30am

Non-Mandatory Pre-Bid Meeting will be conducted on ZOOM:
<https://us02web.zoom.us/j/87807680991?pwd=SWFUTVMwVUdDQ2RPUHNJUGc4SmE5UT09>

Meeting ID: 878 0768 0991

Password: 2U5EYy

Questions Due: Thursday, June 25, 2020; 3:00pm

Due Date @ 3:00 p.m.: Tuesday, July 7, 2020

Request for Proposal Temporary Personnel Services

Gainesville Regional Utilities
301 S.E. 4th Avenue
Gainesville, FL 32601

City of Gainesville
200 East University Avenue
Gainesville, FL 32601

Purchasing Representative
Gayle Dykeman
Procurement Specialist 3
dykemangb@cityofgainesville.org

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INSTRUCTIONS

1.0 DEFINITION OF TERMS FOR INSTRUCTIONS.

- 1.1 Addendum/Addenda: Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.
- 1.2 Agreement: A written Contract between two or more Parties. “Contract” and “Agreement” are synonymous.
- 1.3 Best and Final Offer (BAFO): The final proposal submitted after competitive negotiations are completed that contains the Responders most favorable terms.
- 1.4 Bid: The written response to a Solicitation.
- 1.5 CITY: For the purpose of this solicitation, “CITY” will mean the City of Gainesville General Government and its Charter Officers as well as Gainesville Regional Utilities.
- 1.6 Due Date: The date the bid to this solicitation is due.
- 1.7 Non-Responsive: A response that does not meet the material requirements of the solicitation.
- 1.8 Redacted: The censoring of part of a Response.
- 1.9 Respondent: An individual or business entity that submits a response to a Solicitation.
- 1.10 Response: A written document submitted by a Respondent in reply to Solicitation.
- 1.11 Responsive: A response that conforms in all material respects to the requirements set forth in the Solicitation.
- 1.12 Solicitation: A written document issued by an agency to obtain information or pricing for goods and/or services. May also be referred to as an Invitation to Bid, Request for Proposal, Request for Quotation, or Request for Statement of Qualifications.
- 1.13 Work: Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.

2.0 EXAMINATION OF SOLICITATION DOCUMENTS AND WORK SITE.

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

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

3.0 INTERPRETATIONS AND ADDENDA.

- 3.1 All questions about the meaning or intent of the Solicitation are to be directed to the Purchasing Representative, unless stated otherwise in the Solicitation. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda sent to all parties recorded as having received the Solicitation. Questions received less than seven (7) business days prior to the Response due date/time may not be answered by the Purchasing Representative. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications that are not memorized by formal written Addenda will be without legal effect.
- 3.2 Addenda may also be issued to modify the Solicitation as deemed advisable by the Purchasing Representative.
- 3.3 Addenda issued by CITY prior to the Solicitation due date/time are considered binding as if written into the original Solicitation. Respondents are responsible for ensuring that all addenda have been received prior to submitting their Response.

4.0 RESPONSE SUBMITTALS.

The following information is required with the Response:

Failure to provide the following information may be cause for the response to be deemed non-responsive:

- Pricing Response Form
- A minimum of three (3) examples of past Work similar in size and scope to this project. Each example must include a **current contact name and phone number** for the Owner's project representative as well as an accurate description of the completed project (use Reference Form for this purpose).
- Respondent's Certification
- Drug Free Workplace Certification
- Subcontractor Information Form
- If small business enterprise (SBE) or service disabled veteran enterprise (SDVE), provide evidence that you are certified by the City of Gainesville Equal Opportunity Department (EO) in order to receive the preference.
- If local business, provide Business Tax Receipt and Zoning Compliance Permit with the City of Gainesville in order to receive the preference.

5.0 EVALUATED SUBMITTALS

- a. Minimum Requirements: Respondents must meet the minimum Requirements in order to be evaluated:
 1. Must be able to demonstrate that the company has been in the business of provided Temporary Employee services for a period no less than five (5) years
- b. CITY evaluators will use the attached Professional Services Evaluation Handbook (Exhibit C). Submittals will be evaluated on the following :
 1. Rates and fees – rates and fees will be evaluated at 10% of the overall scoring
 2. Reference checks
 3. Providing same type of services to Public or Private Organizations.
 - a. Demonstrate a track record of successful delivery at CITY’s historical volume.
 - b. If there is not a track record at the CITY’s historical volume, demonstrate rate of success and how performance expectations have been met with existing clients.
 4. Demonstrate the ability to deliver qualified employees. The method by which employees are screened before they are placed in a position (background checks, reference checks, experience, computer skills, etc.).
 - a. Prescreen: background check; reference check; experience.
 5. Placement Success Rate.
 6. Business Recruitment Policy, Practices and Philosophy.
 7. Client fulfillment process

6.0 RESPONSE PREPARATION.

The Pricing Response Form is included in the Solicitation and should be used to submit pricing information. Respondents may bid on one, several, or all of the Job Categories listed.

- 6.1 All requested information on the Respondent’s Certification Form must be legibly completed in ink (computer printed, typed or handwritten).
- 6.2 A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a document showing authorization of such person’s authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.
- 6.3 The names of individuals included on the Respondent’s Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).
- 6.4 Respondent must acknowledge receipt of all addenda using the space provided on the Respondent’s Certification Form.
- 6.5 Costs for developing a response to the Solicitation are the sole obligation of the Respondent.

7.0 PRICE.

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

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

8.0 DEVIATIONS FROM SPECIFICATIONS.

- 8.1 Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled “Clarifications and Exceptions” and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications.
- 8.2 CITY reserves the right to waive clarifications and exceptions to the Solicitation if determined by CITY to be in CITY’s best interest.

9.0 DISTRIBUTION OF INFORMATION.

- 9.1 CITY posts and distributes information pertaining to its procurement solicitations on [DemandStar.com](https://www.demandstar.com). Vendors may use DemandStar at no cost to them, however Vendors must register with DemandStar, and specify the City of Gainesville in their registration, to:
- a. Access procurement documents and related information.
 - b. Receive automatic and instant notifications of government opportunities.
 - c. Download solicitation documents and specifications online.
 - d. Submit your bids and proposals online.
 - e. See all the forms and documents you need to complete in one place.
 - f. Receive and respond to government requests for quotes immediately.
 - g. Automatic notification of awards.
- 9.2 For more information about DemandStar, visit [CITY.com](https://www.city.com).
- 9.3 It is the responsibility of the vendor to regularly monitor DemandStar. Properly registered vendors can expect to receive automatic notification of solicitations for bids, proposals, and price quotes by participating public purchasing entities. Vendor failure to retrieve available, required procurement information and include the appropriate documentation and information in solicitation responses may result in disqualification.

10.0 SOLICITATION RESPONSE.

- 10.1 **Response must be in the possession of the City of Gainesville Procurement at 3:00 p.m. local time on the due date.** Possession is defined as being uploaded into DemandStar prior to the 3:00 p.m. deadline. DemandStar is programmed so that no late submissions will be accepted, additionally, the CITY will not accept any late submissions in any format. There is no cost to the bidder to submit a proposal on DemandStar.com.
- 10.2 Responses will be publicly opened at the time and place indicated in the Solicitation and will be available for inspection upon notice of award or intended Award, or within thirty (30) calendar days after the opening of Responses, whichever occurs first. Prices may be read at the public Solicitation opening at the sole discretion of CITY Purchasing.

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

A "Non-Submittal" form has been provided for those who choose not to participate in the Solicitation. This form can be submitted in DemandStar or emailed to the Purchasing Representative

11.0 MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION.

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

12.0 TERMS OF AWARD.

- 12.1 Award will be made to the best evaluated Respondent(s) for Response(s) based on evaluated criteria outlined in the instructions and Attachment 3 Statement of Work as CITY determines to be in its best interest. The CITY's 'Professional and Other Services Evaluation Handbook' (Exhibit C) will be used by evaluators to be used as a tool in evaluating respondents.
 - 12.1.1 Bidders must be able to demonstrate the ability to provide all services within their selected Job Categories in order to qualify for award.
- 12.2 CITY reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by CITY. CITY may conduct such investigation as CITY deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.
- 12.3 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.4 If the Contract is awarded, CITY will give the successful Respondent a Notice of Intent to Award within sixty (60) calendar days after the Solicitation due date. All Responses must remain valid for sixty (60) calendar days from the Solicitation due date.
- 12.5 When CITY gives a Notice of Award to the successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all attachments. Within fifteen (15) calendar days thereafter, Respondent must sign and deliver the required number of counterparts of the Contract, attachments, and

required Bonds, if applicable. CITY will ultimately provide a fully signed counterpart to the Respondent.

- 12.6 Failure on the part of the successful Respondent(s) to execute a Contract within fifteen (15) calendar days after the notice of acceptance may be just cause for annulment of award.
- 12.7 CITY may then accept the Response of the next lowest, responsive, responsible Respondent or re-advertise the Solicitation. If the next lowest, responsive, responsible Response is accepted, this acceptance will bind such Respondent as though it was the original successful Respondent.
- 12.8 Protests in respect to the intended award must be filed within three (3) calendar days of notice for purchases that do not require prior approval of the City Commission, and within seven (7) calendar days for purchases that require prior approval of the City Commission. It is the Respondent's duty to be informed of the intended award and CITY's protest procedures.

13.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.

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

14.0 DISCLOSURE, CONFIDENTIALITY.

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

14.1 Identifying Trade Secret or Otherwise Confidential and Exempt Information.

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

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

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

- a. In the event CITY receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, CITY will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.
- b. However and notwithstanding the above, in the event that CITY in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then CITY shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then CITY will disclose the information requested.
- c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, CITY shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
- d. Contractor hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

15.0 LOBBYING.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period as defined in Florida Statutes Chapter 287.57 (23), except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

16.0 BLACKOUT PERIOD.

Pursuant to Chapter 287.057 (23), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

17.0 COLLUSION.

- 17.1 Only one response from any individual, firm, corporation, organization or agency under the same or different name will be considered for this Solicitation. Submission of more than one response may result in the rejection of all responses from the Respondent.
- 17.2 Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- 17.3 By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any CITY officer or employee to secure favorable treatment with respect to being awarded this Contract.

18.0 SMALL BUSINESS ENTERPRISE (SBE).

- 18.1 Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.
- 18.2 A small or service-disabled veteran business, as certified by the City of Gainesville equal opportunity department (EO) <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx> will be given a preference of 5% of the total price not to exceed \$25,000, when all of the following apply:
 - a. Purchase is anticipated to be greater than \$50,000;
 - b. Award is based on evaluation criteria other than to the lowest responsive and responsible bidder;
 - c. The certified small or service-disabled veteran business being evaluated did not receive a Local Preference; and
 - d. The preference is not prohibited by law.

19.0 LOCAL PREFERENCE.

The Local Preference Ordinance applies to Solicitations for goods or services estimated to exceed \$50,000.

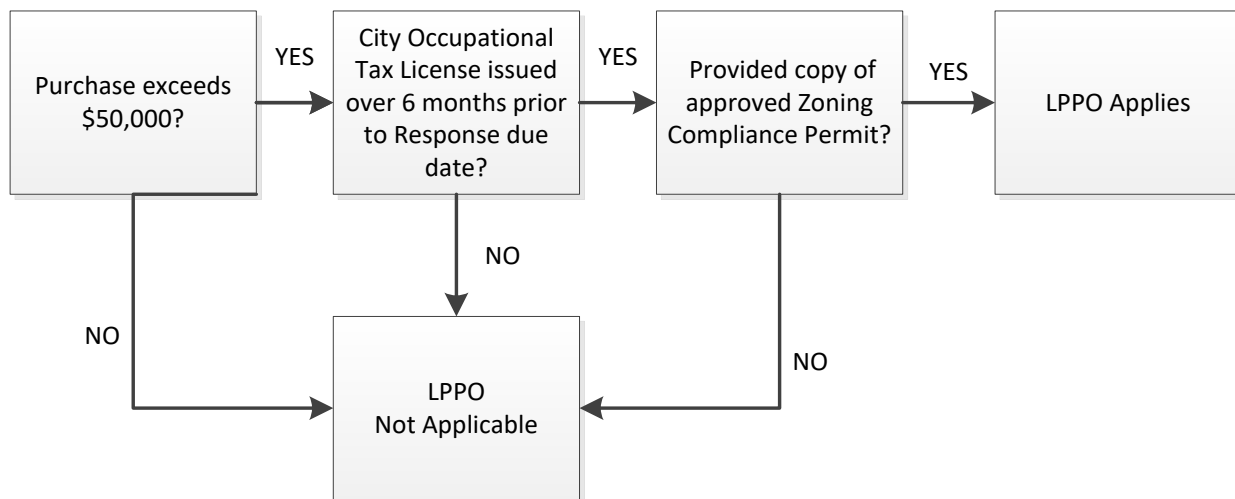
In solicitation of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the City Commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an

amount not to exceed five percent of the local business' total price, and in any event the cost differential should not exceed \$25,000.

A "local business" means the Respondent has a valid business tax receipt, issued by the City of Gainesville at least six months prior to Response due date, to do business in said locality that authorizes the business to provide the goods, services, or construction services 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 business operates or performs business on a day-to-day basis. Post office boxes are not verifiable and cannot be used for the purpose of establishing said physical address. In order to be eligible for local preference, the Respondent must provide a copy of the business tax receipt. The ordinance can be found at www.cityofgainesville.org. A Local Preference Decision Tree is attached.

LOCAL PREFERENCE POLICY ORDINANCE DECISION TREE

While not all encompassing, the following is provided as a guideline for determining whether the City of Gainesville Local Preference Policy Ordinance (LPPO) applies to solicitation responses submitted to the City. LPPO applies only to new solicitations. Respondents are advised to review the entire text of the Local Preference Policy Ordinance. THE CONTRACTOR is advised to review the entire text of the LPPO at www.cityofgainesville.org.



CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES
PROCUREMENT

SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES

DEBARMENT/SUSPENSION/TERMINATION

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

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

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

REJECTION OF BIDS/TERMINATION OF CONTRACT

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

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

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FORMS

SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES

- Contract Sample
- Respondent's Certification
- Drug Free Workplace Form
- Pricing Response Form
- Reference Form
- Non Submittal Form

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CONTRACT SAMPLE

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES, AND COMPANY NAME
FOR
TEMPORARY PERSONNEL SERVICES**

THIS CONTRACT is made and entered into this ____ day of _____, _____, by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation, with offices located at 200 E University Avenue, Gainesville, Florida 32601 and , **GAINESVILLE REGIONAL UTILITIES (“GRU”)** with offices located at 301 S.E. 4th Ave, Gainesville, Florida 32601 – hereafter both agencies referenced as CITY (“_____”), a _____ corporation, with its principal place of business at _____, individually referred to as “Party” or collectively as “Parties”, respectively.

WHEREAS, CITY requires temporary personnel services; and

WHEREAS, CITY issued a Solicitation on _____ for Temporary Personnel Services; and

WHEREAS, _____ submitted a Response dated _____, to provide Temporary Personnel Services; and

WHEREAS, the City Commission approved CITY entering into a contract with _____ on _____, for Temporary Personnel Services; and

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

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

1. _____ shall provide Temporary Personnel Services as detailed in the Statement of Work (**Attachment 3**) and in accordance with the General Terms and Conditions (**Attachment 1**) and Supplemental Conditions (**Attachment 2**). .
2. CITY shall pay to _____ for the faithful performance of this Contract according to the pricing schedule attached hereto (**Attachment 4**). Adjustments to price may be requested by the _____ at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. _____ shall provide documentation for any such price increase and the price increase shall not exceed the Producer’s Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

TERM OF AGREEMENT.

1. The term of this Contract shall commence on execution and terminate after three (3) years of service.
2. This Contract may be extended for one (1) additional three (3) year period, upon mutual agreement of the Parties.
3. Beyond the extensions described above. This Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

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

COMPANY NAME

GAINESVILLE REGIONAL UTILITIES

BY: _____
Name
Title

BY: _____
Name
Title

CITY OF GAINESVILLE

BY: _____
Name
Title

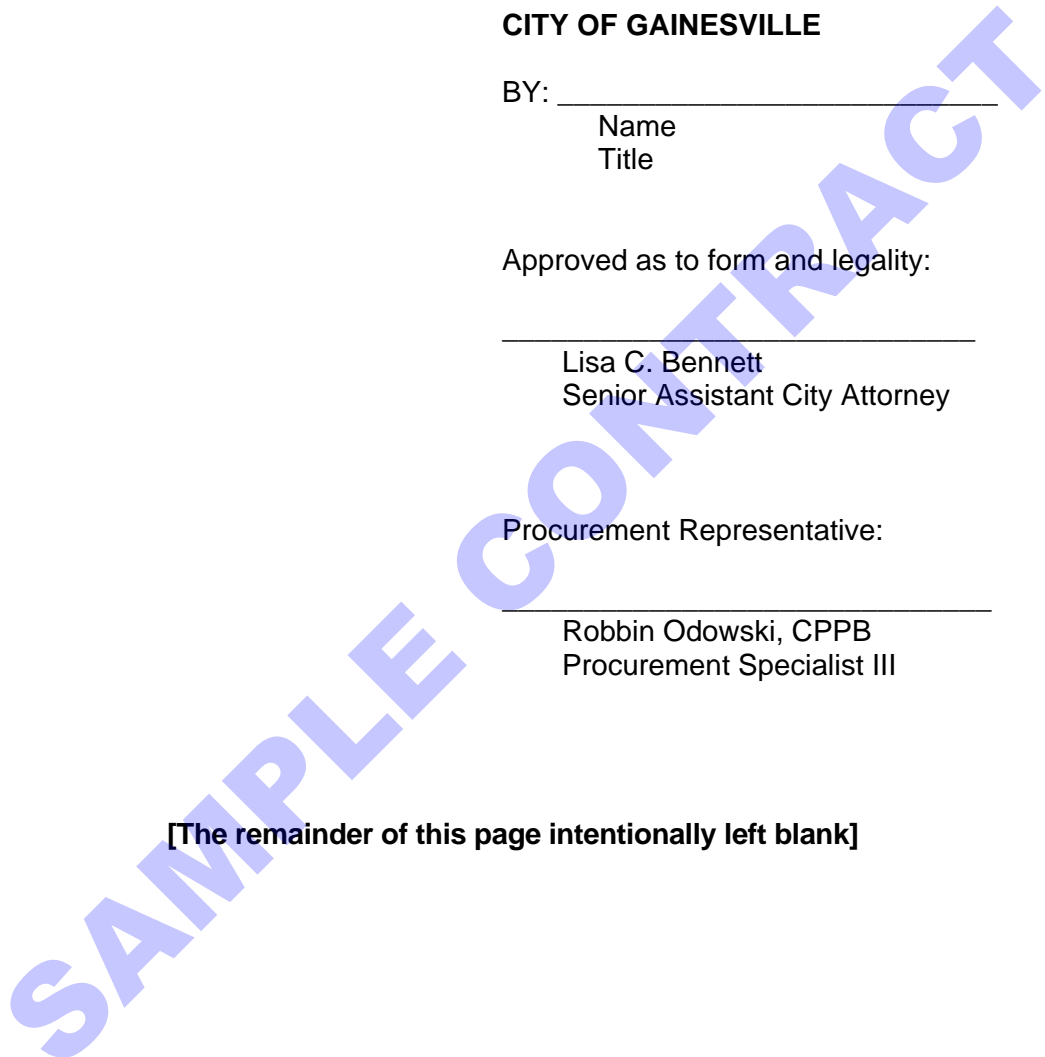
Approved as to form and legality:

Lisa C. Bennett
Senior Assistant City Attorney

Procurement Representative:

Robbin Odowski, CPPB
Procurement Specialist III

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SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES

RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: _____

PHYSICAL ADDRESS: _____

FEDERAL IDENTIFICATION #: _____ STATE OF INCORPORATION: _____ (Seal)

I have carefully reviewed this Solicitation including the scope, submission requirements, general information, and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the pricing provided.

Addenda ____ through ____ acknowledged (if applicable).

I am a small business enterprise (SBE) or service disabled veteran enterprise (SDVE) certified with the City of Gainesville Equal Opportunity Department

(<http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>). YES NO

I am a local business requesting Local Preference (include Business Tax Receipt and Zoning Compliance Permit) YES NO

The Living Wage Ordinance applies YES NO

If yes, additional costs in response price \$ _____

I further acknowledge that: **Response is in full compliance with the specifications**; or Response is in full compliance with the specifications **except** as specifically stated and explained in detail on sheets attached hereto and labeled "Clarifications and Exceptions".

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

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

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

AUTHORIZED SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____

TELEPHONE NUMBER _____ FAX NUMBER _____

E-MAIL ADDRESS _____

WEBSITE _____

RESPONDENT'S CONTACT
(for additional information)

NAME _____

TITLE _____

PHONE _____

E-MAIL ADDRESS _____

If Respondent is not an individual, include authorization for the above individual to sign on behalf of the organization.

**CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES
PROCUREMENT**

**SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES
DRUG-FREE WORKPLACE CERTIFICATION FORM**

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

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

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

CORPORATION, PARTNERSHIP, OR INDIVIDUAL

DATE

AUTHORIZED SIGNATURE

SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES

PRICING RESPONSE FORM

Responding Company's Name: _____

The foundation for the determination of the employee Wage Rate is the City of Gainesville Job Classification and its associated Minimum Salary. Most recent information can be located at:

<https://www.governmentjobs.com/careers/gainesville/classspecs>

Direct reference to the City's Job Description, Job Code and Minimum Salary for the position should be provided as back-up for the bill rate quoted.

The Bill Rate \$/Hour will be determined by an All-Inclusive Multiplier added to the CITY'S minimum salary for the position. The All-Inclusive Multiplier must include all Affordable Care Act fees.

This solicitation may award to more than one vendor. The CITY understands that some temporary services companies specialize in certain categories of services, therefore, bidders may bid on one category, many, or all of the work categories identified below. However, bidder must be able to demonstrate that it has the resources to fully support the job categories for which they are bidding.

NOTE: Technical Categories are not sought under this solicitation.

Provide All-Inclusive Multiplier for all Job Categories your company is bidding on below, remember, the All-Inclusive Multiplier must include provision for the Affordable Care Act:

	Job Categories	All Inclusive Multiplier
1	General Office & Clerical Work	
2	Labor-Light Lifting (i.e. Store Clerk)	
3	Maintenance, Labor- Heavy Lifting (i.e. janitorial, outdoor labor such as small equipment operators, working in concrete, asphalt, digging trenches, etc.)	
4	Child Care	
5	Food Service (i.e. Cooks, Waiters, Kitchen Staff)	
6	CDL Drivers	
7	School Crossing Guards	

The following services shall be provided by the Contractor prior to employing temporary personnel upon the request of the City. These services must be billed in accordance with the rates stated, unless otherwise included in the billing rate.

a. Health Statements: At the request of the City, the Contractor shall have health assessments conducted to determine an employee’s general state of health and physical ability to perform the job for which the employee is requested.

Cost per request: _____

b. Drug Testing: Drug testing may be required for certain job classifications. The Contractor is responsible for conducting drug testing at the request of the City and in accordance with all federal regulations.

Cost per request: _____

c. Criminal Background Check: (as required by job duties)

Cost per request: _____

d. Criminal Record Check: (as required by job duties)

Cost per request: _____

e. Motor Vehicle Record Check: (as required by job duties)

Cost per request: _____

Do not quote fractional percentages beyond 2 digits. If more than two digits are quoted, percentage will be obtained by rounding down.

If the Respondent offers discounted pricing, such as prompt payment discounts or volume discounts, it must be clearly stated and explained here. Such discounts, if applicable, will not be used in determining award of the Solicitation. If there are additional rates that are not included above, they must be included in the "Clarifications and Exceptions" page marked as "Additional Pricing". If Respondent is awarded the contract, additional rates must be formalized via an Amendment to the Contract.

Submitted by:

Name (printed) _____

Signature _____

Title _____

Date _____

[The remainder of this page intentionally left blank]

REFERENCE FORM

Name of Bidder: _____

Provide current, verified information for three references of similar scope performed within the past five years. You may include other pertinent information.

#1 Year(s) services provided (for example: 1/2018 to 2/2019): _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

#2 Year(s) services provided (for example: 1/2018 to 12/2019): _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

#3 Year(s) services provided (for example: 1/2018 to 12/2019): _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES

NON SUBMITTAL FORM

TO: City of Gainesville Procurement Division
200 East University Avenue, Gainesville, Florida 32601

Email: dykemangb@cityofgainesville.org

BUSINESS: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

EMAIL: _____

DATE: _____

Business declines to respond to the referenced Solicitation for the following reason(s):

_____ Do not offer product or service or product specified.

_____ Schedule conflict or unavailability.

_____ Insufficient time to respond to the Solicitation.

_____ Unable to meet specifications.

_____ Unable to meet the insurance requirements.

_____ Unable to meet bond requirements.

_____ Not interested at this time.

_____ Other _____

Please consider business for future solicitations: Yes ___ No ___

Please consider business on solicitations for these products/services:

Comments: _____

ATTACHMENT 1 GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS.

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

2.0 NOTICES.

Notices to the Contractor shall be deemed to have been properly sent when electronically or physically delivered to the Contractor. Notices to CITY are deemed to have been properly sent when delivered, as appropriate, to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com; OR, General Government Procurement, 200 East University Avenue, Gainesville, FL 32601 or emailed to dykemangb@cityofgainesville.org and CITY acknowledges receipt of the email.

3.0 PAYMENT.

3.1 Invoicing.

The Contractor is responsible for invoicing CITY for Services performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, description of services, prices, Work location, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to:

If billing is for Gainesville Regional Utilities then:

Gainesville Regional Utilities
Accounts Payable
P.O. Box 147118
Station A-27
Gainesville, FL 32164-7118
or faxed to 352-334-2964
or e-mailed to accountspayable@gru.com

If billing for City of Gainesville General Government, then:

City Of Gainesville
ATT: [Name of Department]
PO Box 490, Station [to be provided by Department]
Gainesville, Florida, 32627
e-mail to be provided by Department

3.2 Payment Terms.

Unless otherwise agreed upon in writing, CITY's payment terms are net thirty (30) days from receipt of correct invoice. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed work may be allowed with CITY's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

3.3 Lien Release.

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

3.4 Final Payment/Acceptance.

The acceptance by THE CONTRACTOR of final payment due on termination of the Contract shall constitute a full and complete release of CITY from any and all claims, demands and causes of action whatsoever which THE CONTRACTOR, its successors or assigns have or may have against CITY under the provisions of this Contract.

4.0 COMPLIANCE WITH LAWS AND REGULATIONS.

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

5.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that THE CONTRACTOR agrees to indemnify CITY as described below in Section 2.0 Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

6.0 SOVEREIGN IMMUNITY.

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

7.0 SEVERABILITY.

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

8.0 ASSIGNMENT.

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

9.0 AUDIT OF RECORDS.

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

10.0 NONEXCLUSIVE REMEDIES.

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

11.0 ADVERTISING.

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

12.0 MODIFICATION OF TERMS.

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

13.0 WAIVER.

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

14.0 DISCLOSURE AND CONFIDENTIALITY.

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

14.1 Identifying Trade Secret or Otherwise Confidential and Exempt Information.

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

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

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

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

and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

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

15.0 PUBLIC RECORDS.

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

- 15.1 Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by CITY to perform the service.
- 15.2 Upon request from CITY'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.
- 15.3 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 CITY.
- 15.4 Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of the Contractor or keep and maintain public records required by CITY to perform the service. If the Contractor transfers all public records to CITY 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 CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.
- 15.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

16.0 SALES TAX.

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

ATTACHMENT 2 SUPPLEMENTAL CONDITIONS

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

1.0 CONDUCT OF THE WORK.

- 1.1 Personnel. The Contractor shall employ only competent and skilled personnel for the job. The Contractor shall be considered an independent Contractor and as such shall not be entitled to any right or benefit to which the CITY employees are or may be entitled to by reason of employment. All person engaged in any of the Work performed pursuant to the contract shall at all times be deemed employees of the Contractor. For work performed by temporary personnel, the CITY may provide task-specific instruction and direction, but the Contractor shall remain responsible for administrative control of the temporary personnel. Neither the Contractor, nor anyone employed by the Contractor, shall represent, act, or be deemed to be the agent or employee of the CITY.
- 1.2 Warranty of Service. The Contractor warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with that standard of care and skill ordinarily exercised by members of the profession or vocation doing similar work.
- 1.3 Noninfringement. Contractor warrants that any work product or other material furnished to the CITY does not infringe on any third party rights in any US patent, copyright, trademark or trade secret.
- 1.4 Extra work. Without invalidating the Contract, the CITY may, at any time, by written order and without preliminary notice to the surety, order extra work within the general scope or alter the work by addition or reduction, and the contract price will be adjusted accordingly.
- 1.5 Responsibility. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. The Contractor will assign only competent and skilled personnel to perform the Work. All of the Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under the Contractor's sole direction, supervision and control at all times and in all places. The Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. The Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of the CITY.

2.0 INDEMNIFICATION.

- 2.1 THE CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the CITY its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by THE CONTRACTOR, its agents, employees, partners, or subcontractors.
- 2.2 Further, THE CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to CITY's misuse or modification or THE CONTRACTOR's products or CITY's operation or use of THE CONTRACTOR's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in THE CONTRACTOR's opinion is likely to become the subject of such a suit, THE CONTRACTOR may at its sole expense procure for CITY the right to continue using the product or to modify it to become non-infringing. If THE CONTRACTOR is not reasonably able to modify or otherwise secure CITY the right to continue using the product, THE CONTRACTOR shall remove the product and refund CITY the amounts paid in excess of a reasonable rental for past use. CITY shall not be liable for any royalties if applicable.
- 2.3 THE CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CITY giving THE CONTRACTOR (1) written notice of any action or threatened action, (2) defending the action at THE CONTRACTOR's sole expense. THE CONTRACTOR shall not be liable for any costs or expenses incurred or made by CITY in any legal action without THE CONTRACTOR's prior written consent, which will not be unreasonably withheld.
- 2.4 The provisions of this section shall survive the termination or expiration of this Contract.

3.0 DISPUTES.

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

4.0 DELAY.

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

If the project is stopped or delayed for more than three (3) consecutive months and CITY or THE CONTRACTOR elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by CITY within its control, then THE CONTRACTOR's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. THE CONTRACTOR is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

5.0 DEFAULT.

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

6.0 TERMINATION.

6.1 Termination for Convenience.

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

- 6.2 Termination for Cause (Cancellation).
CITY may terminate this Contract for cause if THE CONTRACTOR materially breaches this Contract by:
- (a) refusing, failing or being unable to properly manage or perform;
 - (b) refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of personnel, properly skilled personnel, proper materials to maintain applicable schedules;
 - (c) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
 - (d) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
 - (e) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by CITY, or as otherwise defined elsewhere herein; and/or
 - (f) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between CITY and THE CONTRACTOR.
- 6.3 Funding out Clause.
If funds for this Contract are no longer available, CITY reserves the right to terminate this Contract without cause by providing THE CONTRACTOR with thirty (30) calendar day's written notice to THE CONTRACTOR.

7.0 FORCE MAJEURE.

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of CITY to secure approval; validation or sale of bonds; inability of CITY or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

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

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

8.0 LIMITATION OF CITY'S LIABILITY.

To the fullest extent permitted by law, CITY shall not be liable to THE CONTRACTOR for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue

or other business interruption damages, including but not limited to, loss of use of equipment or facility.

9.0 THE CONTRACTOR REQUIREMENTS.

- 9.1 Compliance with Laws and Regulations. All CITY, County, State and Federal laws, regulations or ordinances must be strictly observed and adhered to. The Contractor is responsible for all practical and legal notices when required and shall take precautions that are necessary to protect life and property.
- 9.2 Responsibility for Damages. Except to the extend caused by the CITY negligence or willful misconduct, or the CITY'S breach of this Agreement or failure to comply with applicable law, the Contractor shall indemnify and hold harmless the CITY, its officials, agents and employees from any suits, actions, damages, liability, and expenses, including reasonable attorney's fees, in connection with any negligence, recklessness, intentional wrongdoing, or violation of law by the Contractor or any persons employed or utilized by Contractor in the performance of this Agreement.
- 9.3 Enforcement or Litigation Costs. The Contractor shall pay all costs and expenses that may be incurred by the CITY (i) in enforcing compliance by the Contractor with the provisions of this Contract, or (ii) in defending any proceeding or suit brought against the CITY for violation by the Contractor of any law or ordinance, or (iii) in defending any action or suit for which indemnification is required hereunder. If the CITY shall be, or be made, a party to any litigation with respect to any matter arising out of, or related to, this Contract as to which the Contract is at fault or responsible, as set forth in Attachment 2, Section 9.2, the Contractor shall pay all judgements, decrees and costs, including reasonable attorney's fees, incurred or imposed upon the CITY in connection therewith.
- 9.4 Performance. The Contractor shall perform services in accordance with the Statement of Work.

10.0 AUTHORIZED REPRESENTATIVES.

- 10.1 The Purchasing Representative for this Contract is Robbin Odowski. Questions regarding this Solicitation and the administration of the resulting Contract shall be directed to Robbin at (352) 393-1209 or via email at odowskirr@gru.com.

11.0 INSURANCE.

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

12.0 MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts set forth below:

- | | |
|---|---|
| <input type="checkbox"/> Commercial General Liability | \$1,000,000 combined single limit for bodily injury and property damage |
| <input type="checkbox"/> Automobile Liability | \$1,000,000 combined single limit for bodily injury and property damage |
| <input type="checkbox"/> Personnel's Compensation: | |
| (a) State | Statutory |
| (b) Applicable Federal | Statutory |
| (c) Employer's Liability | \$500,000 per Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee |
| <input type="checkbox"/> Excess Liability | \$1,000,000 |

13.0 LIVING WAGE ORDINANCE.

The Living Wage Ordinance as amended does not apply to this Solicitation. The ordinance can be found at www.cityofgainesville.org.

The pay rate and bill rate guidance provided in the Pricing Response Page will prevail throughout the term of this contract.

14.0 NERC CIP COMPLIANCE REQUIREMENTS.

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

15.0 ORDER OF PRECEDENCE.

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

- a. Any modification to this Contract
- b. Contract
- c. CITY Technical Specifications
- e. CITY Supplemental Conditions
- f. CITY General Conditions
- g. CITY Instructions
- h. THE CONTRACTOR Response

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ATTACHMENT 3 STATEMENT OF WORK

1.0 INTENT.

The provisions contained in this section are intended to supplement or modify Instructions to Bidders, General Terms and Conditions and Supplemental Conditions. In case of any conflict between the aforementioned sections and the Statement of Work, the intent of the Statement of Work shall prevail.

2.0 SCOPE OF WORK.

The Contractor shall provide temporary personnel services on an as-needed-basis for the CITY. The CITY may award more than one vendor a contract, based on the bidder's areas of expertise.

- 1.1 Descriptions for each job classification within the CITY are provided at <https://www.governmentjobs.com/careers/gainesville/classspecs>
- 1.2 Updated job titles and pay ranges are provided at: <https://www.cityofgainesville.org/HumanResources/CityPayPlans.aspx>
- 1.3 The Department Manager or designee from the department requiring temporary personnel services shall be responsible for identifying the CITY job classification, matching the job classification to the CITY's minimum pay rate for the job and contacting the Contractor for the purpose of requesting required services based on the job classification needed. If the required job classification is not listed in the CITY'S job classifications based on the experience and skills required, the Contractor shall propose an hourly wage rate for the job classification which will be subject to the approval by the CITY. An All-Inclusive Multiplier shall be applied to the wage rate to determine the billing rate. Any job classification not already established by the CITY shall be approved by the CITY's Human Resource Department.
- 1.4 The all-inclusive multiplier must include provision for Patient Protection and the Affordable Care Act (Section 6.0: PATIENT PROTECTION AND AFFORDABLE CARE ACT)

3.0 WAGE RATE.

The "Wage Rate" is determined by matching the job responsibilities with the CITY's Job Classification table which can be found here: <https://www.governmentjobs.com/careers/gainesville/classspecs>

Once the Job Description has been matched to the job title, the Salary for that position will be based on the employee's directly related work experience. The hourly rate paid to the employee will be at least the City's minimum of the salary range for the position.

The Bill Rate will be calculated by multiplying the amount paid to the employee by an all-inclusive multiplier vendor will provide in their submittal to this RFP.

4.0 HISTORICAL DATA.

- 1.1 Historical Data provided (Exhibit D) in this solicitation is furnished only for informational purposes. This data shall in no way be interpreted as a guaranteed minimum or maximum level of business with select vendor(s).

5.0 TESTING AND TRAINING.

- 5.1 The following services shall be provided by the Contractor prior to employing temporary personnel upon the request of the City. These services must be billed in accordance with the rates stated in the bid, unless otherwise included in the billing rate.
 - 5.1.1 **Health Statements:** At the request of the City, the Contractor shall have health assessments conducted to determine an employee's general state of health and physical ability to perform the job for which the employee is requested.
 - 5.1.2 **Drug Testing:** Drug testing may be required for certain job classifications. The Contractor is responsible for conducting drug testing at the request of the City and in accordance with all federal regulations.
 - 5.1.3 **Criminal Background Check:** (as required by job duties)
 - 5.1.4 **Criminal Record Check:** (as required by job duties)
 - 5.1.5 **Motor Vehicle Record Check:** (as required by job duties)
- 5.2 The Contractor is responsible for hiring temporary personnel capable of performing the tasks for which they are hired. The Contractor is responsible for training and testing employees for proficiency in the job that they will be performing in accordance with the job classification. The Contractor shall confirm the validity of all required licenses.
- 5.3 Employees are required to maintain a valid driver's license for job classifications requiring the operation of motor vehicles.
 - 5.3.1 Classes A, B, and C, are for drivers of commercial motor vehicles such as large trucks and buses.
 - 5.3.2 Classes D and E are for drivers of non-commercial vehicles.
- 5.4 All employees must comply with all safety practices as established by the City of Gainesville's Human Resources Department, appropriate safety training departments or the Risk Management Department, and are also responsible for obtaining copies of these safety practices from the City of Gainesville's Human Resources Department, appropriate safety training departments or the Risk Management Department. The Contractor will ensure that all employees are familiar with all safety practices of the City as established by the City of

Gainesville's Human Resources Department, appropriate safety training departments or the Risk Management Department.

- 5.5 All testing and training must be fair, impartial and non-discriminatory, and must all follow Labor and Justice Department rules and requirements.
- 5.6 Contractor shall remove promptly, and without cost to the City, any temporary personnel deemed incompetent or undesirable by the City.
- 5.7 The City reserves the right to visit the bidder's office site to observe the testing and training procedures as part of the evaluation of bids received or to evaluate the Contractor's ability to continue to provide the required services.

6.0 PATIENT PROTECTION AND AFFORDABLE CARE ACT.

The Contractor shall agree to comply with all provisions of the Patient Protection and Affordable Care Act (the "ACA") applicable to its temporary personnel provided to the CITY under this Agreement, including the employers shared responsibility provisions relating to the offer of "Minimum Essential Coverage" to "Full-Time Employees" and their "Dependents" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable reporting provisions under internal Revenue Code Section 6055 and 6056 and related regulations (the "Reporting Requirements"). Calculation of an all-inclusive multiplier must include the cost of the ACA.

7.0 INDEMNIFICATION IN CONNECTION WITH TEMPORARY PERSONNEL.

Contractor shall indemnify and hold harmless the CITY, its officials, agents, and employees from any suits, actions, damages, liability, expenses, taxes and penalties in connection with any temporary personnel provided to CITY under this Agreement, who are Full-Time Employees of the Contractor, due to Contractor's failure: (i) to offer to such temporary personnel and their Dependents Minimum Essential Coverage; (ii) to pay any taxes or penalties for failure to offer to such temporary personnel Minimum Essential Coverage that is "affordable" and provides "minimum value" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations); (iii) to comply with any Reporting Requirements under the ACA; or (iv) otherwise comply with the ACA.

8.0 HIRING OF CONTRACTOR'S EMPLOYEES.

If, after hiring a Contractor's temporary employee that has been sent to work with the CITY, a decision is made to put an employee on the CITY's own payroll, the Contractor waives all rights to, and requirements for a payment of a fee reimbursing the Contractor for damage suffered as a result of the loss of the training and advertising invested in that employee.

9.0 HOURS OF WORK.

- 9.1 Temporary personnel employed by the Contractor to work for the CITY shall be required to work normal business hours for the position they are temporarily filling (examples include 4, 6, 8, 10 or 12 hour shifts).

- 9.2 Employees may not exceed forty (40) hours per week without written approval from the Department Head of the requesting department or his or her designee. The Contractor shall be compensated for authorized overtime at a rate not to exceed 1.5 times the wage rate plus the all-inclusive multiplier for the particular job classification.

10.0 GUIDELINES FOR EMPLOYING TEMPORARY EMPLOYEES.

10.1 Routine Requests for Temporary Employees:

- 10.1.1 A purchase order must be provided to the Contractor prior to the hiring of an employee or the beginning of an assignment.
- 10.1.2 The Contractor shall send a temporary employee to the job site at the request of the CITY. If requested by the CITY, the Contractor shall send more than one employee to the department for an interview.
- 10.1.3 Routine assignments shall be six (6) months or less, unless approved by the appropriate CITY Staff.
- 10.1.4 The CITY agrees to clearly specify the type of position(s) and job duties required, and also agree not to make substantial changes in a temporary personnel's job duty or risk without prior written agreement with the Contractor.

11.0 RECORDS.

The Contractor shall maintain records sufficient enough to document completion of the scope of services established in this the Agreement. Records shall be subject to review, inspection, copying and audit by persons duly authorized by the CITY at the CITY'S expense. These records shall be retained by the Contractor for a minimum of five (5) years after the termination of the Agreement, in accordance with the State of Florida Records Retention Law. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

12.0 REPORTS.

The Contractor shall provide usage reports for temporary personnel provided to General Government and GRU under the Contract monthly, quarterly and on an annual basis. Reporting will be separated by GRU and City of Gainesville General Government, with these reports directed to the Human Resources Director and the Purchasing contact for each agency.

General Government:

Lisa Jefferson, Human Resources Director: jeffersonl@cityofgainesville.org
Gayle Dykeman, Procurement Specialist 3, dykemangb@cityofgainesville.org

GRU:

Cheryl McBride, Chief People Officer, mcbridecf@gru.com
Robbin Odowski, Procurement Specialist 3, odowskirr@gru.com

Reports shall include the following metrics:

- a. Employee Name
- b. CITY position title
- c. CITY job code number
- d. Employment Start and End Dates
- e. Name of the CITY staff the person is assigned to
- f. Pay Rate
- g. Bill Rate
- h. Total Number of Employees
- i. Total Amount billed for the reporting period

13.0 WORK LOCATION.

Temporary personnel may be required to work at any CITY facility in the Gainesville area. A map of CITY locations is provided as Exhibit B, addresses of locations can be found in Exhibit A. Other CITY locations not identified are also covered by the Contract. The business address for the position shall be provided at the time of the request.

14.0 CONTRACT POST AWARD ORIENTATION.

After a contract has been awarded and prior any purchase orders being issued, the Contract Administrator will conduct an orientation conference with the Contractor along with representatives of the CITY. The purpose of the orientation conference is to aid all Parties in achieving a clear and mutual understanding of general contract requirements.

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**ATTACHMENT 4
EXHIBITS**

Exhibit A - CITY OF GAINESVILLE AND GRU LOCATION ADDRESSES
Exhibit B - MAP OF CITY LOCATIONS
Exhibit C - PROFESSIONAL SERVICES EVALUATION WORKBOOK
Exhibit D - HISTORICAL DATA OF TEMPORARY SERVICES UTILIZATION

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**EXHIBIT A
CITY OF GAINESVILLE, FL
GENERAL GOVERNMENT LOCATIONS**

LOCATION NAME	ADDRESS	CITY	STATE	ZIP
BUILDING INSPECTIONS, PLANNING & DEV SVCS	306 NE 6TH AVENUE	GAINESVILLE	FL	32601
CITY ADMINISTRATION	200 EAST UNIVERSITY AVENUE	GAINESVILLE	FL	32601
COMMUNITY DEV - COMM. REDEV. AGENCY	2153 SE HAWTHORNE RD	GAINESVILLE	FL	32641
DEPARTMENT OF CULTURAL AFFAIRS	302 NE 6TH AVE	GAINESVILLE	FL	32601
DEPARTMENT OF MOBILITY	34 SE 13TH ROAD	GAINESVILLE	FL	32601
DEPARTMENT OF TECHNOLOGY	606 SE DEPOT AVENUE	GAINESVILLE	FL	32601
FLEET MANAGEMENT - CENTRALIZED GARAGE	6317 NW 16TH STREET	GAINESVILLE	FL	32653
FLEET MANAGEMENT - GARAGE	400 SE 5TH AVE	GAINESVILLE	FL	32601
FLEET MGT - GRU SPRINGHILL SERVICE CTR	3805 NW 97TH BLVD	GAINESVILLE	FL	32607
GAINESVILLE FIRE RESCUE - RISK REDUCTION BUREAU	1025 NE 13TH ST	GAINESVILLE	FL	32601
GAINESVILLE FIRE RESCUE - STATION # 1	525 S MAIN ST	GAINESVILLE	FL	32601
GAINESVILLE FIRE RESCUE - STATION # 2	2210 SW ARCHER RD	GAINESVILLE	FL	32608
GAINESVILLE FIRE RESCUE - STATION # 3	900 NE WALDO RD	GAINESVILLE	FL	32641
GAINESVILLE FIRE RESCUE - STATION # 4	10 SW 36TH ST	GAINESVILLE	FL	32607
GAINESVILLE FIRE RESCUE - STATION # 5	1244 NW 30TH AVE	GAINESVILLE	FL	32609
GAINESVILLE FIRE RESCUE - STATION # 6	3638 NE 39th Ave	GAINESVILLE	FL	32609
GAINESVILLE FIRE RESCUE - STATION # 7	5601 NW 43RD ST	GAINESVILLE	FL	32653
GAINESVILLE FIRE RESCUE - TRAINING BUREAU	1026 NE 14TH ST	GAINESVILLE	FL	32601
GAINESVILLE POLICE - ADMINISTRATION	413 NW 8TH AVENUE	GAINESVILLE	FL	32601
GAINESVILLE POLICE - ADMINISTRATIVE SVCS. BUREAU	545 NW 8TH AVENUE	GAINESVILLE	FL	32601
GAINESVILLE POLICE - AVIATION UNIT	4701 NE 48TH AVE	GAINESVILLE	FL	32609
GAINESVILLE POLICE - DISTRICT 3	721 NW 6TH STREET	GAINESVILLE	FL	32601
GAINESVILLE POLICE - RECORDS	721 NW 6TH STREET	GAINESVILLE	FL	32601
GAINESVILLE POLICE - TRAINING UNIT	3737 NE 39TH AVE	GAINESVILLE	FL	32609
HUMAN RESOURCES, EQUAL OPPORTUNITY, RISK, COMPUTER SERVICES	222 E UNIVERSITY AVENUE	GAINESVILLE	FL	32601
MARKETING AND COMMUNICATIONS	211 NE 1st Street	GAINESVILLE	FL	32601
PUBLIC WORKS - ADMINISTRATION	405 NW 39TH AVENUE	GAINESVILLE	FL	32609
PUBLIC WORKS - PARKING GARAGE	105 SW 3RD STREET	GAINESVILLE	FL	32601
REC & PARKS - DEPOT PARK	874 SE 4TH STREET	GAINESVILLE	FL	32601

REC & PARKS - NATURE OPERATIONS	1024 NE 14TH ST	GAINESVILLE	FL	32601
REC & PARKS - ALFRED A RING PARK	1801 NW 23RD BLVD	GAINESVILLE	FL	32605
REC & PARKS - BIVENS ARMS NATURE PARK	3650 S MAIN ST	GAINESVILLE	FL	32601
REC & PARKS - BOULWARE SPRINGS HISTORIC	3400 SE 15TH ST	GAINESVILLE	FL	32641
REC & PARKS - BOULWARE SPRINGS PARK	3300 SE 15TH ST	GAINESVILLE	FL	32641
REC & PARKS - DWIGHT HUNTER POOL/ NE	1100 NE 14TH ST	GAINESVILLE	FL	32602
REC & PARKS - EVERGREEN CEMETERY	401 SE 21ST AVENUE	GAINESVILLE	FL	32641
REC & PARKS - FOREST PARK	4501 SW 20TH AVENUE	GAINESVILLE	FL	32607
REC & PARKS - GREENTREE PARK	1900 NW 39TH AVE	GAINESVILLE	FL	32605
REC & PARKS - GUM ROOT PARK	NE 27TH AVE & SR 26	GAINESVILLE	FL	32641
REC & PARKS - IRONWOOD GOLF COURSE	2100 NE 39TH AVE	GAINESVILLE	FL	32609
REC & PARKS - KIWANIS/GIRL SCOUT PARK	NW 8th Street and 8th Place	Gainesville	FL	32601
REC & PARKS - LOBLOLLY ENVIRONMENTAL FAC.	3315 NW 5TH AVE	GAINESVILLE	FL	32607
REC & PARKS - MARTIN LUTHER KING, JR CENTER	1028 NE 14TH ST	GAINESVILLE	FL	32601
REC & PARKS - MCPHERSON REC CTR/ MICKLE POOL	1717 SE 15TH ST	GAINESVILLE	FL	32601
REC & PARKS - MORNINGSIDE NATURE CENTER	3540 E UNIVERSITY AV	GAINESVILLE	FL	32641
REC & PARKS - NORTHEAST LIAISON CENTER	1701 NE 8TH AVE	GAINESVILLE	FL	32601
REC & PARKS - NORTHEAST PARK	400 NE 16TH AVE	GAINESVILLE	FL	32601
REC & PARKS - NORTHSIDE PARK & DISC GOLF	5701 NW 34th Blvd	Gainesville	FL	32653
REC & PARKS - PALM POINT PARK	7401 LAKE SHORE DR	GAINESVILLE	FL	32641
REC & PARKS - PORTER'S COMMUNITY CENTER	512 SW 2ND TERR	GAINESVILLE	FL	32601
REC & PARKS - ROPER PARK	401 BLK NE 2nd Street	Gainesville	FL	32601
REC & PARKS - ROSA B WILLIAMS CENTER	524 NW 1ST ST	GAINESVILLE	FL	32601
REC & PARKS - SAN FELASCO PARK	6400 NW 43RD WAY	GAINESVILLE	FL	32653
REC & PARKS - SMOKEY BEAR PARK	2300 NE 15TH STREET	GAINESVILLE	FL	32609
REC & PARKS - SWEETWATER WETLANDS PARK	325 SW Williston Rd	Gainesville	FL	32601
REC & PARKS - THELMA BOLTIN CENTER	516 NE 2ND AVE	GAINESVILLE	FL	32601
REC & PARKS - WESTSIDE POOL	1001 NW 31ST DR	GAINESVILLE	FL	32601
REC & PARKS - WESTSIDE RECREATION CENTER	1001 NW 34TH ST	GAINESVILLE	FL	32601
REC & PARKS - WILHELMINA JOHNSON CENTER	321 NW 10TH ST	GAINESVILLE	FL	32601
REC & PARKS-COFRIN NATURE PARK	4810 N.W. 8TH AVENUE	GAINESVILLE	FL	32605
REC & PARKS-EASTSIDE COMMUNITY CENTER	2841 E UNIVERSITY AVENUE	GAINESVILLE	FL	32641
REC & PARKS-POSSUM CREEK PARK	4009 NW 53RD AVENUE	GAINESVILLE	FL	32653

GRU FACILITIES

PLANTS	ADDRESS	ZIP CODE	PHONE
Deerhaven Generating Station	10001 NW 13th Street	32653	334-2660
Main Street Water Rec. Fac.	200 SE 16th Avenue	32601	334-3500
Kelly Power Plant	605 SE 3rd Street	32601	334-3400
Kanapaha Water Reclamation	6301 SW 63rd Blvd	32608	334-3400
Murphree Water Plant	1600 NE 53rd Avenue	32605	334-3500
South Energy Center	1390 SW 14th Avenue	32608	

ADMINISTRATION BUILDINGS	ADDRESS	ZIP CODE	PHONE
GRU Administration Building	301 SE 4th Avenue	32601	334-3400
Eastside Operations Center	4747 N Main Street	32609	334-3400
Springhill Service Center	3805 NW 97th Blvd	32606	334-3400
Systems Control	4322 NW 53rd Avenue	32653	
Fleet Garage	6317 NW 16th Street	32653	
GRUCom Building	301 SW 5th Street	32601	
Wellness Center	501 SE 5th Avenue	32601	
Boulware Springs	3400 SE 15th Street	32641	

STORES / WAREHOUSES	ADDRESS	ZIP CODE
Springhill SC Warehouse	3805 NW 97th Blvd	32606
Kelly Warehouse	515 SE 5th Avenue	32601
Deerhaven Warehouse	10001 NW 13th Street	32653
EOC Warehouse	4747 N Main Street	32609

SUBSTATIONS ADDRESS	ADDRESS	ZIP CODE
Deerhaven Electric Substation	10001 NW 13th St	32653
Kelly South Substation	811 SE 4th Street	32601
Fort Clarke Electric Substation	1200 NW 122nd Street	32606
Kelly Switch Yard control Building	605 SE 3rd Street	32601
McMichen Electric Substation	5202 NE 15th Street	32609
Millhopper Electric Substation	5501 NW 43rd Street	32606
Parker Road Electric Substation	12301 SW Archer Lane	32608
Rocky Point	4012 SW 27th Street	32608
Sugarfoot Electric Substation	1200 SW 62nd Blvd	32607
Seronola Electric Substation	4303 SW 40th Blvd	32608
Kanapaha Substation	6930 SW 88th Street	32608
Ironwood Substation	1710 NE 31st Avenue	32609
Springhill Substation	4458 NW 115th Terrace	32606
Hague Substation		

Radio Towers

Millhopper

4200 NW 53rd Avenue
Gainesville, Florida 32653

McMichen

4202 NE 15th Street
Gainesville, Florida 32609

GPD

721 NW 6th Street
Gainesville, Florida 32653

Depot

811 SE 4th Street
Gainesville, Florida 32601

Serenola

4303 WE 40th Boulevard
Gainesville, Florida 32608

Sugarfoot

1200 SW 62nd Boulevard
Gainesville, Florida 32607

Parker

12301 SW Archer Road
Gainesville, Florida 32608

Ft. Clarke

1200 NW 122nd Street
Gainesville, Florida 32606

UF Foundation

SW 34th Street/Hull Road
Gainesville, Florida

Forest Ridge

2000 NW 23rd Street
Gainesville, Florida 32653

5th Avenue Water Tank

1100 NW 5th Avenue
Gainesville, Florida

Phifer Site

CR 2082 West
Hawthorne, Florida 32667

High Springs Site

18520 NW 202nd Street
High Springs, Florida

Gillen Broadcasting Corp

WYKS Site
7120 SW 24th Avenue
Gainesville, Florida 32607

Austin Carey Site

12160 NE Waldo Road
Gainesville, Florida

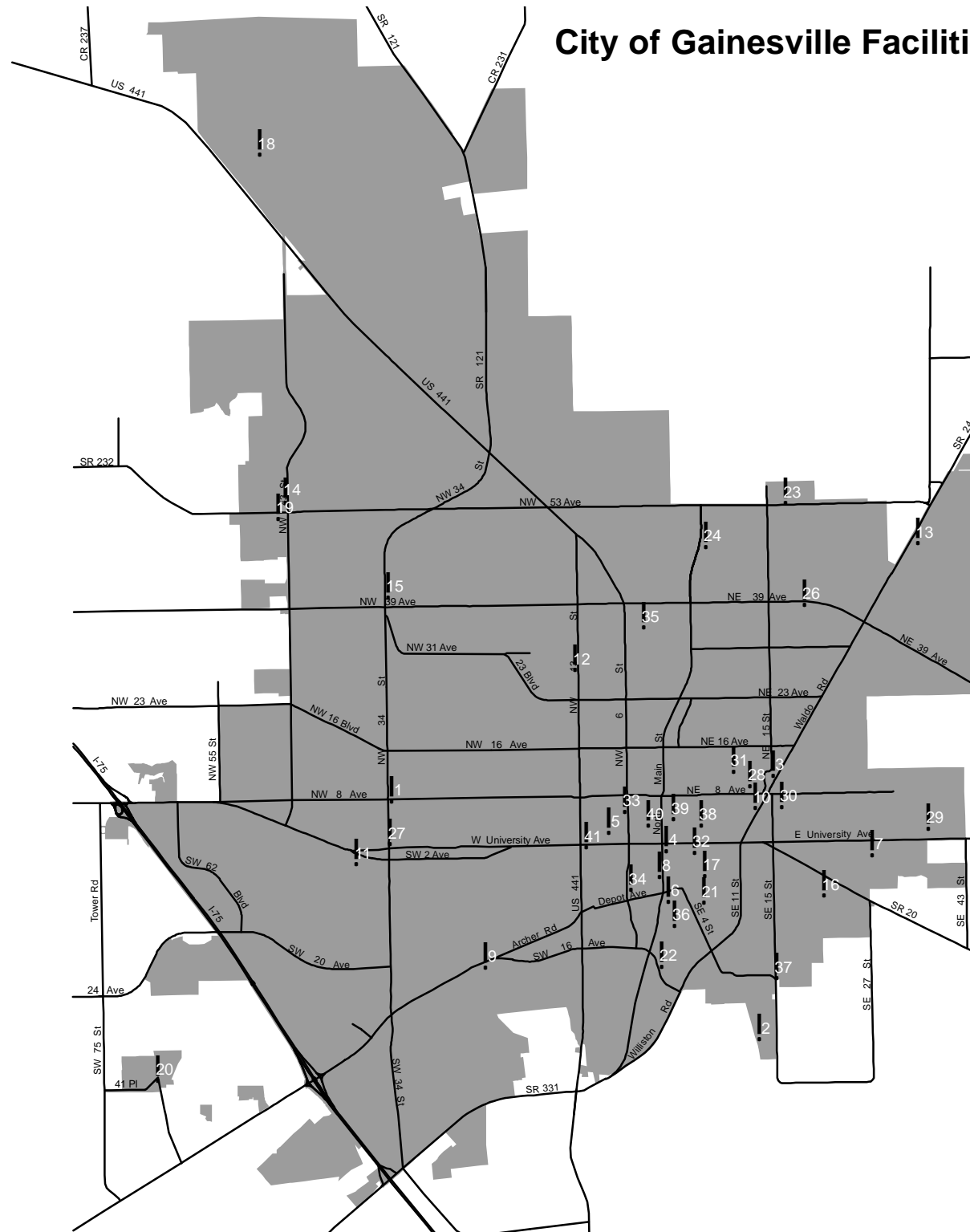
Springhill

3805 NW 97th Boulevard
Gainesville, Florida

39th Avenue (General Government)

405 NW 39th Avenue
Gainesville, Florida

City of Gainesville Facilities



1. Albert Ray Massey Westside Rec Center, 1001 NW 34th St.
2. Boulware Springs Community Center, 3500 SE 15th St.
3. Citizens Field, 1400 NE 8th Ave.
4. City Hall, 200 E University Ave.
5. Community Redevelopment Agency Office, 802 NW 5th Ave.
6. Downtown RTS Transfer Station, 700 SE 3rd St.
7. Eastside Rec Center, 410 NE Waldo Rd.
8. GFR Fire Station #1, 427 S. Main St.
9. GFR Fire Station #2, 2210 SW Archer Rd.
10. GFR Fire Station #3, 900 NE Waldo Rd.
11. GFR Fire Station #4, 10 SW 36th St.
12. GFR Fire Station #5, 1244 NW 30th Ave.
13. GFR Fire Station #6, 3681 NE 47th Ave.
14. GFR Fire Station #7, 5601 NW 43rd St.
15. GFR Fire Station #8, 3223 NW 42nd Ave.
16. Gainesville Technology Enterprise Center, 2153 SE Hawthorne Rd. #1
17. GRU Administration, 301 SE 4th Ave.
18. GRU Deerhaven Generating Station, 10001 NW 13th St.
19. GRU Electric Systems Control, 4322 NW 53rd Ave.
20. GRU Kanapaha Water Reclamation Facility, 3901 SW 63rd Blvd.
21. GRU Kelly Generating Station, 301 SE 4th Ave.
22. GRU Main Street Treatment Plant, 200 SE 16th Ave.
23. GRU Murphree Water Plant, 1600 NE 53rd Ave.
24. GRU Eastside Operations Center, 4747 N. Main St.
25. GRU SpringHill Annex, 3805 NW 97th Blvd.
26. Ironwood Golf Course, 2100 NE 39th Ave.
27. Loblolly Environmental Facility, 3315 NW 5th Ave.
28. Martin Luther King Multipurpose Center, 1028 NE 14th St.
29. Morningside Nature Center, 3540 E University Ave.
30. Northeast Community Center, 1700 NE 8th Ave.
31. Northeast Complex, 1025 NE 13th St.
32. Old Library Building, 222 E University Ave.
33. Police Headquarters, 413 NW 8th Ave.
34. Porter's Community Center, 512 SW 6th Ave.
35. Public Works Administration & Operations Center, 405 NW 39th Ave.
36. Regional Transit System Operations Office, 100 SE 10th Ave.
37. T.B. McPherson Rec Center, 1717 SE 15th St.
38. Thelma Boltin Senior Activity Center, 516 NE 2nd Ave.
39. Thomas Center & Gardens, 306 NE 6th Ave.
40. Union Academy/Rosa B. Williams Center, 524 NW 1st St.
41. Wilhelmina Johnson Culture Center 321 NW 10th St.

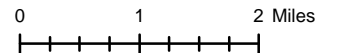


EXHIBIT C

CITY OF GAINESVILLE

PROFESSIONAL & OTHER SERVICES EVALUATION HANDBOOK

Prepared by
Division Of Purchasing
Finance Department
March 22, 2011 revised January 21, 2016
Modified for Temporary Services Evaluation 5/11/2020

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PROFESSIONAL & OTHER SERVICES EVALUATION PROCEDURE

INTRODUCTION

Florida Statutes and the Purchasing Policies and Procedures generally provide that the City select the best qualified firm to provide professional and other services. For this reason, a structured evaluation procedure has been developed to aid the City of Gainesville in selecting the most qualified firm. The evaluation process is based on the completion of a Professional Services Evaluation Package comprised of up to four stages: The Technical Qualification Evaluation, Written Proposal Evaluation, Price and the Proposal Presentation/Interview Evaluation, and Other Factors as deemed appropriate. All of the various stages are to be used in the evaluation process and the final ranking of the firms, unless otherwise approved by the Purchasing Manager.

The Technical Qualifications Evaluation, Written Proposal Evaluation and Price are used to select firms for Presentations, (no less than three, and no more than six firms, if Consultants Competitive Negotiations Act (CCNA) applies). In the event the offering is a RFQ or CCNA related, price will not be discussed until the ranking is approved and negotiations have begun. The Presentation/Interview Evaluation stage will be used in conjunction with the Technical Qualifications Evaluation, Written Proposal Evaluation and Price stages, in order to arrive at a recommended ranking of the firms. All requests to waive the presentation/interview evaluation stage must be submitted to the Purchasing Manager for approval, by completing the form entitled, "Request to Waive Presentation/Interview Evaluation". After consideration the Purchasing Manager shall approve or disapprove the request for a waiver. The recommended ranking shall be obtained by taking into account all prior phases and other factors as deemed appropriate.

The City may consider a Local Preference business; unless superceded by Federal or State regulations. The Evaluation process provides a structured means for consideration of all these areas.

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

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

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

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as SBPP and/ or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Purchasing Policies and Procedures.

The evaluation will be conducted by City staff, except where otherwise deemed appropriate, and approved by the City Manager or his /her designee. Staff will be the Project Manager or user Department Head. Department Heads should avoid if at all possible appointing direct subordinates. The responding firms will be ranked in priority order, and submitted (may be short list of firms) to the City Manager for review. The City Manager will make a recommendation to the City Commission, to obtain authorization to negotiate a contract when estimated cost for services exceeds \$50,000. Services with an estimated cost of \$50,000 or less shall require approvals based on the assigned dollar value consistent with the requirements of the City Purchasing Procedures.

A copy of the Professional and Other Services Evaluation Handbook, which outlines guidelines and specific considerations, will be utilized in the evaluation process. Evaluation members will also be given the Florida Department of Management Services Professional Services Evaluation Table A as an example of a possible methodology which can be used for evaluating the importance of a proposer's location, when applicable.

Before beginning the actual evaluation process, staff shall ensure that they have a working knowledge of these procedures. Staff will complete the evaluation forms for Written, Technical, Presentation/Interview where applicable and Summary Ratings, and individually rank the firms based on the total points. There shall be no discussions between staff or any other persons of individual ratings outside of consensus review.

Each individual staff's rankings will be entered on the form entitled Final Ranking for Recommendation. Each of the individual rankings shall be converted to an assigned point value corresponding to the position ranking (i.e. 1st=6, 2nd=5, 3rd=4, 4th=3, and 5th=2 and 6th=1). The assigned points will then be totaled for each of the firms with the firm having the greatest number of assigned points being recommended as the top ranked firm, next highest being recommended as the second ranked firm, and the firm with the third highest number of points being recommended as the third ranked firm and so on. In the event the use of assigned point values results in equal or tied firm ratings, then ratings of the tied firms shall be determined by using total point values attained for each of the firms. In the event a tie still remains, the decision will be reached by applying the "tie bids" section of the City's Purchasing Policy.

Upon completion of the final tabulated rankings, staff shall submit to the Purchasing Buyer each individual staff's ranking, the final tabulation and recommendation.

TECHNICAL QUALIFICATIONS EVALUATION

This stage considers information submitted in the area of technical qualifications and the evaluators' knowledge of the entity. Emphasis is placed on the firm's qualifications and ability to do the work, rather than the specific project approach which is addressed in the Written Proposal Evaluation. A total of 100 points is obtainable. The Technical Qualifications Evaluation Form shall be completed in accordance with the following guidelines:

Include narrative specific to each criteria scoring.

A. Ability of Professional Personnel = 55 points maximum

1. Do the resumes of the key staff support the firm's Competency in doing this type of work? Key staff includes the Project Manager, and other project team professionals.
2. Has the firm done this type of work in the past?
3. Does the project require familiarity or specific experience relative to local land development and/or building codes, regulations or similar regional requirements (i.e. - understanding of local context and development procedures, local climatic conditions, workforce, trades, material availability and construction costs) or processes, and does the firm possess such experience.
4. What is the firm's Florida Litigation history within the last ten years on projects they have worked on?
5. Is any of this work to be subcontracted? If so, what are the abilities of the firm(s) to be subcontracted?

Based on questions #1 through #5 above, award points as follows:

21-35 points - Exceptional Experience

11-20 points - Average Experience

0-10 points - Minimal Experience

6. Has the company or key staff recently in the past 5-10 years done this type of work for the City, the State, or for local government?
 - a. If the work was acceptable, award ten **(10)** POINTS.
 - b. If the firm has not done this type of work, award zero **(0)** points.
 - c. If the work was unacceptable, deduct up to ten **(10)** points and note, in detail why.

7. Are there factors, such as unique abilities, which would make a noticeable (positive) impact on the project?
 - a. If the answer is yes, award from one **(1)** to ten **(10)** POINTS and note, in detail reasons.
 - b. If the answer is no, award zero **(0)** points.

B. Capability to Meet Time Requirements: 45 points maximum

1. Does the level of key staffing and their percentage of involvement, the use of subcontractors (if any), office location, and/or information contained in the transmittal letter indicate that the firm will, or will not, meet time and budget requirements?
 - a. Specific consideration should be given to whether a firm's location is an important factor for the particular project and the firm's ability to meet time and budget requirements. Point weightings and assignments relative to office location will depend on the nature of the project, including the project's size (small, medium or large or a study), complexity (not just ability/knowledge of project-specific technical issues, but perhaps knowledge of the time to navigate local permitting procedures or knowledge of the local material availability and construction costs) and the level of on-site consultation required.
2. Has the firm met or had trouble meeting time requirements on similar projects?
3. If time schedules are applicable, will they meet the City's goals and timelines?
4. Workload: past (5 years), current, and future.
5. Has the firm had a history of requesting change orders for work or extensions of time other than for unforeseen conditions or owner requested changes in scope?

This factor is designed to determine how busy a firm is by comparing all Florida work against Florida personnel.

C. Modification

Categories and points may be modified, upon approval by the Purchasing Buyer, based upon the request of the user department for projects or issues

that are considered to be unusual or specialized, and which requires different factors or weights (points). Such a request must be submitted to the Purchasing Buyer in writing and must indicate the desired revisions, allowing sufficient time for approval prior to advertising or mailing of the request for proposal.

WRITTEN PROPOSAL EVALUATION

This stage considers information submitted in a written technical proposal outlining the firm's approach based on its understanding of the scope of work. Emphasis is placed on the firm's proposed approach to the project scope of work, rather than the qualifications, which are addressed in the Technical Qualifications Evaluation. A total of 100 points is obtainable. The Written Evaluation Form shall be completed in accordance with the following procedure:

Include narrative for each criteria scoring.

A. Understanding Of Project Scope of Work 30 points maximum

1. Did the proposal indicate a thorough understanding of the project scope of work?
2. Is the appropriate emphasis placed on the various work tasks?
3. Does the firm have experience with this type of project with a proven track record?

B. Project Approach = 30 points maximum

1. Did the firm develop a workable approach to the project?
2. Does the proposal specifically address the City's needs or is it "generic" in content?

C. Project Manager = 15 points maximum

1. Does the project manager have experience with projects comparable in size and scope?
2. Does the Project Manager have a stable job history? Has he/she been with the firm long, or have there been frequent job changes?

D. Project Team = 15 points maximum

1. Was a project team identified?
2. Is the team makeup appropriate for the project?
3. Do the team members have experience with comparable projects?
4. Are there any sub-contracted firms involved? Will this enhance the project team?
5. Are the hours assigned to the various team members for each task

appropriate?

E. Project Schedule: = 5 points.

1. Is the proposed schedule reasonable based on quantity of personnel assigned to the project?
2. Are individual tasks staged properly and in proper sequence?

F. Proposal Organization = 5 points maximum

1. Was proposal organization per the RFP/Q?
2. Was all required paperwork submitted?
3. Did the proposal contain an excessive amount of generic boilerplate, resumes, pages per resume, photographs, etc.?

G. Modification

Categories and points may be modified, upon approval by the Purchasing Buyer, based upon the request of the user department for projects or issues that are considered to be unusual or specialized, and which requires different factors or weights (points). Such a request must be submitted to the Purchasing Buyer in writing and must indicate the desired revisions, allowing sufficient time for approval prior to advertising or mailing of the request for proposal.

PRESENTATION/ INTERVIEW (ORALS)

This stage considers the presentation of the proposal made by each firm and the interview. A total of 100 points is obtainable. The Proposal Presentation/Interview Evaluation Form shall be completed in accordance with the following procedure:

Include narrative for each criteria scoring.

A. Understanding of Project Scope of Work = 40 points maximum

1. Did the presentation indicate a thorough understanding of the project Scope of Work? Is the appropriate emphasis placed on the various work tasks?
2. Was the presentation more specific to the City's project or a "generic" presentation?
3. Did the firm develop a workable approach to the project?

B. Responsiveness to Questions = 15 points maximum

1. Were questions answered directly or evasively?
2. Were answers to questions clear and concise or scrambled and verbose?

C. Project Team = 25 points maximum

1. Did the project team participate?
2. Was project team plan of action presented and how specifically did it address the project scope of work?
3. Was there participation from any subcontracted firms? What was the impact of their participation?

D. Project Manager = 20 points maximum

1. Does the project manager have experience with responsibility for projects of comparable size and scope? Did he/she have a good understanding of this project?
2. Was the project manager the presenter? How effectively did he/she communicate ideas and respond to questions?

E. Modification

Categories and points may be modified, upon approval by the Purchasing Buyer, based upon the request of the user department for projects or issues that are considered to be unusual or specialized, and which requires different factors or weights (points). Such a request must be submitted to the Purchasing Buyer in writing and must indicate the desired revisions, allowing sufficient time for approval prior to advertising or mailing of the request for proposal.

Note: Option 2 on evaluation sheets alters the point value for A, C & D for those projects where the Project Scope is better defined and requires less understanding and emphasizes the qualifications of Project Manager and Project Team.

Staff will specify which option is more appropriate to the specific RFP.

The Technical Qualifications Evaluation, Price and Written Proposal Evaluation are used to rank the firms. The Presentation/Interview Evaluation stage will be used in conjunction with the Technical, Price and Written Proposal Evaluation stages, if it is deemed necessary, in order to arrive at a recommended ranking of the firms. All requests to waive the presentation/interview evaluation stage must be submitted to the Purchasing Manager for approval, by completing the form entitled, "Request to Waive Presentation/Interview Evaluation". In the space provided on the form, included herein, the reason or justification for the request should be so stated. After consideration by the Purchasing Manager, staff will be notified of the resulting approval or disapproval. The recommended ranking shall be obtained by taking into account all prior phases and other factors as deemed appropriate.

PRICE

Price shall be awarded points based on percentage determined by the department for this solicitation it will be 10% of the overall possible evaluation points. All other bids shall be awarded points pursuant to their price as a percentage to the low bid. Purchasing will calculate and apply points for price.

FINAL RANKING FOR RECOMMENDATION

Staff shall submit their completed evaluation forms for final tabulation. Each staff's rankings will be entered as shown on the Proposal Evaluation Summary Form. Staff may enter into discussion at this time to discuss wide variances in scores on the technical and written evaluations. The information and analysis provided can result in staff changing individual scores and rankings. These rankings for each of the firms, as submitted by the staff evaluators, shall then be converted to the assigned point value corresponding to the position ranking. The firm with the highest total assigned points and values will be recommended as the top ranked firm, next highest will be recommended as the second ranked firm, the firm with the third highest number of total assigned points will be recommended as the third ranked firm and so on.

In the event the use of assigned point values results in equal or tied ratings, then ratings shall be determined by using total point values attained for each of the tied firms. In the event a tie still remains, references, past performance with the City, and City's "tie bids" section of the City's Purchasing Policy shall apply.

Upon completion of the final tabulated rankings, staff shall submit to the Purchasing Buyer each individual staff's ranking, the final tabulation and recommendation.

PROPOSAL EVALUATION SUMMARY RANKINGS

The Proposal Evaluation Summary Rankings Form is to be utilized by staff to develop the individual final ranking of the firms. The final ranking process is to take into consideration the following stages when used as part of the evaluation process: 1) Written Proposal, 2) Technical Qualifications, 3) Price, 4) Oral Presentation /Interview and 5) Other Factors, as deemed appropriate. In the event approval is granted by the Purchasing Manager to waive the oral presentations /interviews, final ranking shall be the sum of the technical qualifications, written proposal evaluations, price, and other factors, as deemed appropriate. If oral presentations are held Written Proposal Evaluations, Technical Qualifications and Price rankings may be used to create a short list of firms to send on to oral presentations/interviews. Final ranking will then be the oral presentations/interviews and other factors as deemed appropriate by staff. Upon determining the ranking of the firms, assigned point values will be applied to each of the position rankings.

<u>POSITION RANKING</u>		<u>ASSIGNED POINTS</u>
First	(1)	6
Second	(2)	5
Third	(3)	4
Fourth	(4)	3
Fifth	(5)	2
Sixth	(6)	1

Staff will record the assigned points per firm based on each individual staff's rankings obtained from the Summary Ranking form.

The SBPP section will be marked with an "X" for those who are a qualified SBPP.

Local Businesses are assigned five (5)% of the technical, written and price total points and 5% of oral total points if applicable. Points are applied to the "low local" bid. This applies to **ALL** businesses within city boundaries who request a Local Preference.

When a purchase is anticipated to be greater than \$50,000, and the purchase is qualifications based, if the business enterprise has been certified as either a small or service-disabled veterans business it will be awarded an additional five (5)% of the technical, written and price total points and 5% of oral total points if applicable. However, a business enterprise may not be awarded points for being both small and service-disabled veterans' business enterprise. Points are applied to the "low small or service-disabled veteran" bid.

FORMS

**REQUEST TO WAIVE
PRESENTATION/INTERVIEW (ORAL) EVALUATION**

DATE: _____

TO: Purchasing Manager

FROM: _____
Requesting Department

PROJECT TITLE: _____

RFP/RFQ #: _____

REASON FOR REQUEST TO WAIVE ORAL PRESENTATION INTERVIEW:

SIGNED BY: _____
Department Director

APPROVED: _____
Purchasing Manager

DISAPPROVED: _____
Purchasing Manager

Date Approved/Disapproved _____

DATE COPY OF ACTION TAKEN / MAILED TO DEPARTMENT _____

MAILED TO ATTENTION: _____ BOX #: _____

TECHNICAL PROPOSAL QUALIFICATIONS EVALUATION

PROJECT: _____

RFP/RFQ #: _____

EVALUATOR: _____

DATE: _____

FIRM NAME: _____

TECHNICAL QUALIFICATIONS (100 PTS)	POINT VALUE	POINTS AWARDED	COMMENTS
o Ability	55		
o Capability of Meeting Time	45		
TOTAL	_____ 100	_____	

WRITTEN PROPOSAL EVALUATION

PROJECT: _____

RFP/RFQ #: _____

EVALUATOR: _____

DATE: _____

FIRM NAME: _____

WRITTEN PROPOSAL (100 PTS)	POINT VALUE	POINTS AWARDED	COMMENTS
o Project Understanding/Experience	30		
o Project Approach	30		
o Project Manager	15		
o Project Team	15		
o Project Schedule	5		
o Proposal Organization	5		
TOTAL	_____ 100	_____	

PRICE

PROJECT: _____

RFP/RFQ #: _____

EVALUATOR: _____

DATE: _____

FIRM NAME: _____

PRICE PROPOSAL (100 PTS)	POINT VALUE	POINTS AWARDED	COMMENTS
o Price			Point percentage to be determined by the department
TOTAL	_____ _____	_____	

**PROPOSAL
PRESENTATION/INTERVIEW (ORAL) EVALUATION**

PROJECT: _____

RFP/RFQ #: _____

EVALUATOR: _____

DATE: _____

FIRM NAME: _____

PRESENTATION/INTERVIEW (100 PTS)	POINT VALUE OPTION 1	POINT VALUE OPTION 2	POINTS AWARDED	COMMENTS
o Understanding of Project	40	30		
o Responsiveness to Questions	15	15		
o Project Team	25	30		
o Project Manager	20	25		
TOTAL	<hr style="width: 50px; margin: 0 auto;"/> 100	<hr style="width: 50px; margin: 0 auto;"/> 100		

PROPOSAL EVALUATION SUMMARY

PROJECT: _____

RFP/RFQ #: _____

EVALUATOR: _____

DATE: _____

FIRM NAME: _____

FIRM NAMES	TECHNICAL QUALIFICATIONS (0-100)	WRITTEN PROPOSAL (0-100)	PRICE	INTERVIEW (0-100)	POINT TOTAL	FINAL RANKING	ASSIGN POINTS

Local Preference 5%
 Small or Service-Disabled Veterans' business-5%

**PROPOSAL EVALUATION
FINAL RANKING FOR RECOMMENDATION**

PROJECT: _____

RFP/RFQ #: _____

EVALUATOR: _____

DATE: _____

FIRM NAMES	TOTAL POINTS	FINAL RANKING
1.		
2.		
3.		
4.		
5.		
6.		

**CITY OF GAINESVILLE PURCHASING DIVISION
PROFESSIONAL SERVICES EVALUATOR'S
DISCLOSURE STATEMENT**

This is to certify that, I _____, as a staff evaluating proposals submitted in response to Request for Proposal (RFP) #: _____-, entitled _____, have / do not have actual or potential conflicts of interest with any of the responsive proposers.

Should any conflict become known to me during the evaluation process, the information shall be reported to the Purchasing Manager and the Attorney's Office for review and determination regarding my status as an evaluator in this process.

Signed: _____ Date: _____

Print Name: _____

Title: _____

Witnessed by: _____

Witness (Print Name): _____

**Department of Management Services
Division of Real Estate Development and Management**

Location to Proposed Project - Table A			
Construction \$1M and under		Construction Over \$1M	
Miles From Project	Points	Miles From Project	Points
0-100	6	0-200	3
101-200	5	201-400	2
201-300	4	401-600	1
301-400	3	601 above	0
401-500	2		
501-600	1		
601 - above	0		

Exhibit D
Historical Data of Temporary Services Utilization

Job Category		FY2017		FY2018		FY2019	
		# of Hours		# of Hours	# of Placements	# of Hours	# of Placements
GRU	1 - General Office & Clerical	28,999	40	34,510	64	49,293	50
GG	1 - General Office & Clerical	40,460	45	44,890	84	66,525	81
GRU	2-Labor-Light Lifting	793	2				
GG	2-Labor-Light Lifting	5,625	3	7,069	4	3,263	2
GRU	3-Maintenance, Labor			310	1	376	1
GG	3-Maintenance, Labor	22,704	21	18,534	40	22,327	24
GRU	4-Child Care						
GG	4-Child Care						
GRU	5-Food Service						
GG	5-Food Service	9,135	5	4,053	5	7,639	8
GRU	6-CDL Driver						
GG	6-CDL Driver						
GRU	7-School Crossing Guard						
GG	7-School Crossing Guard						



**City of Gainesville
Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
(352) 334-5021(main)**

Addendum Publish Date: June 22, 2020

**Temporary Personnel Services
RFP #: FPUR-200036-GD
ADDENDUM NO. 1**

Bid Due Date: July 7, 2020, 3:00pm (Local Time)

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

1. Any questions regarding this solicitation shall be submitted in writing to the City of Gainesville (CoG) Procurement Division by 3:00pm, (local time), Thursday, June 25, 2020. Submit questions to: dykemangb@cityofgainesville.org
2. Please find attached:
 - a. Attachment A - A copy of the Pre-Bid Discussion/Information Checklist, which includes detail of the solicitation schedule
 - b. Attachment B - Bid Opening Zoom Access information
 - c. Attachment C - A copy of the Solicitation with the Footer references corrected
 - d. Attachment D - Current Contract and Addendums
 - e. Attachment E - A copy of the Cone of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters) that was discussed.
3. Following is a review of the Pre-Bid Meeting that was held via Zoom Conference on June 18, 2020:
 - a. City of Gainesville Staff represented by Gayle Dykeman, CoG Procurement Specialist III, Roxy Gonzalez, CoG Parks & Recreation, Lisa Jefferson, CoG HR, Alandyia Brutton, GRU Customer Service, Cheryl McBride, GRU HR.
 - b. Gayle Dykeman started the meeting by reviewing important Procurement areas of the solicitation, including the solicitation schedule and submittal due date. All communication must go through Gayle Dykeman throughout the duration of the solicitation. All submittals must be entered in DemandStar.com by the due date and time – DemandStar is programmed to reject any bids that are entered after that time. DemandStar is a free tool for vendors to submit bids. DemandStar will automatically close the solicitation at the specified date and time, and the City will not accept any late proposals, regardless of the format presented. While this is an evaluated bid, the minimum requirement of at least five (5) years in Temporary Staffing Services is required. Living Wage does not apply to this solicitation. Spoke at length about the rules guiding the Cone of Silence.
 - c. Cheryl McBride gave a brief overview of the solicitation, as can be reviewed by vendors in the solicitation. Cheryl emphasized the importance of developing a partnership with the CITY in its endeavors to meet its staffing requirements.

4. Following are questions and answers that were discussed in the meeting:

a. Question:

1. Can vendors bid on parts of the solicitation, but not all the services requested?
2. Is it possible to only bid on General Office & Clerical Work or does the agency need to bid on all disciplines?
3. So you are awarding to only one vendor? Or more?

Answer: The agency can bid on one or more disciplines. See the solicitation, FORMS Page 7

b. Question: If the City selects a new vendor, how will the transition to the new vendor be handled for the current temp employees?

Answer: Best practice is to have existing temporary personnel reapply with the new vendor.

c. Question: What is the total spend for 2019?

Answer: \$149,422

d. Question: What is the expected spend for 2021?

Answer: The CITY will typically extrapolate from the prior three years, however there are some new categories for which we have no history - if we are able to hire those positions, there is the potential that the spend will be higher.

e. Question: Several health testing questions have been listed here to provide one response to all:

1. Regarding the statements in the solicitation regarding health testing, are you referring to COVID19 testing?
2. In the solicitation regarding health testing, are you referring to COVID19 testing?
3. Are the health assessment requirements applicable to all positions, including office clerical?
4. Can you clarify what exactly may be involved in determining "employee's general state of health and physical ability to perform the job"... does this have to do with COVID testing, temperature taking daily, or does the contractor have to undergo a physical before being assigned?

Answer: The primary purpose is to make sure the person is physically able to do the job, in some cases this may require additional tests, depending on the job requirements. Additional clarifying information will be provided on this question in a future Addendum.

f. Question: We do not have experience with unions, are we expected to provide union workers?

Answer: While the temporary employee is doing the job of a Union Worker, they are not required to join the Union, as they are not City employees, they are your agency's employees.

g. Question: Is there a prescribed format for the submittal?

Answer: No but would prefer to receive all required forms at the front of the submittal.

h. Question: Is Drug Testing required of all Temp Employees?

Answer: Some positions require drug testing. Additional detail will be provided in the next Addendum.

i. Question: Do you require a 7- or 10-year background check?

Answer: Depends on the position – additional detail pending.

j. Question: Background check in the County – last 7 or 10 years?

Answer: Depends on the position – additional detail pending.

- k. **Question:** Are you asking, in the section below the pricing sheet, if these items are included in the all-inclusive multiplier?
Answer: No, if your company includes those items in the all-inclusive multiplier as part of their service, please just indicate that the service is part of the regular service of the company and included in the all-inclusive multiplier.
- l. **Question:** Do we have to subcontract with a local vendor to get local vendor preference?
Answer: The headquarters of the company claiming local vendor preference must be within the CITY'S geographic limits to be considered for Local Preference.
- m. **Question:** What is the length of the average assignment?
Answer: The average assignment is 122 days.
- n. **Question:** Do we need to be in the City of Gainesville to bid?
Answer: No you can be located anywhere to bid, all bids are encouraged.
- o. **Question:** Amount of positions? Is that the number of resources you are looking for? More? Less?
Answer: GRU does not expect increments above current run rate.
- p. **Question:** Do you have 2021 projections for use of CDL driver and Crossing Guard positions?
Answer: We do not have projections on these segments.
- q. **Question:** Do we need to submit questions to Robbin or Gayle?
Answer: Gayle Dykeman, dykemangb@cityofgainesville.org

5. Following are questions that have been received in writing:

- a. **Question:**
 - 1. Is there an incumbent for this contract or is this for a new contract?
 - 2. If yes, can you please let us know the name of incumbent, their hourly rate and historical spend?
 - 3. What is the current vendor and what rates are they billing?
 - 4. Provide the current contract and markup.**Answer:** The City currently obtains Temporary Services from TempForce. Their hourly rate varies based on the job position. The current mark-up is 23% for clerical, and 49% for jobs that require physical labor; and for each position, \$.29/hour is billed to cover Affordable Care Act costs. 2019 spend was \$149, 422. See Attachment D for the current contract.
- b. **Question:** Is budget allocated for this contract? If yes, can you please let us know the same?
Answer: Each Department and GRU develop their own budget for temporary services, so yes, it is budgeted.
- c. **Question:** Can you provide the job description for the mentioned positions?
Answer: Please reference the solicitation, FORMS Section, Page 7. There is a link there to access the job descriptions.
- d. **Question:** Do we have to sub-contract to meet the Small Business Enterprise and Local Preference goal?
Answer: See response in #4, i.
- e. **Question:** Are school crossing guards posted at Elementary and Middle Schools? Or Elementary Schools only?
Answer: Under research

- f. **Question:** How many hours per day does a school crossing guard work? What are the a.m. post times and p.m. post times currently?
Answer: Under research
- g. **Question:** Do you want the chosen vendor to consider employing any of the current guards?
Answer: Under research
- h. **Question:** What are the current hourly wage and bill rates for School Crossing Guards?
Answer: Under research
- i. **Question:** Are the health assessment requirements applicable to all positions, including office clerical?
Answer: See response in Question 4.e.
- j. **Question:** Are you looking for MSP services?
Answer: No
- k. **Question:** How many staffing suppliers do you currently use?
Answer: Primarily one, however additional vendors are used for technical and food service staffing.
- l. **Question:** Do you have an estimate of your annual contingent labor spend?
Answer: Please see above, Question 5.a.
- m. **Question:** What states/countries would you like your MSP to cover?
Answer: City of Gainesville and Gainesville Regional Utilities only
- n. **Question:** Do you have a current MSP or VMS?
Answer: No

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

CERTIFICATION BY PROPOSER

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

PROPOSER COMPANY NAME: _____

SIGNATURE: _____

LEGIBLY PRINT NAME: _____

DATE: _____



City of Gainesville
Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
(352) 334-5021(main)

ATTACHMENT A
PRE-BID DISCUSSION/INFORMATION CHECKLIST

BID NAME: Temporary Personnel Services

BID NUMBER: FPUR-200036-GD

PRE-BID MEETING DATE: 6/18/20; 9:30am

____ Introduce staff attending meeting – Gayle Dykeman, Lisa Jefferson, Cheryl McBride, Alandy Brutton, Roxy Gonzalez, Amy Broskey, Robbin Odowski

____ Questions/Answers and topics of discussion addressed at the pre-bid will be available through <https://www.demandstar.com/> in future Addendums. There is no cost to the vendor to use all vendor capabilities when bidding on a City of Gainesville solicitation.

- You can link to DemandStar through the City's website or direct to Demanstar.com <https://network.demandstar.com/for-government/>

____ Any questions must be in writing

- Email to dykemangb@cityofgainesville.org
- Questions Deadline: 06/25/2020, 3:00pm

____ All communication, contact and/or correspondence must be with dykemangb@cityofgainesville.org or CITY Purchasing Division staff.

- Bidders who have contact with anyone other than Gayle Dykeman or CITY Purchasing Division staff, (examples of "anyone other than": Department Staff, City Manager, City elected officials, etc.) will be disqualified.

____ Bid Due Date: 07/7/2020 at 3:00PM local time

____ Location to receive bids: Demandstar.com.

____ Bonds - YES NO

- If no, bring attention to State Statute of \$200,000

____ Local Preference

____ Small and Service Disabled Veteran Business Participation

____ Living wage – **Does not apply to this Solicitation**

____ Addenda

- Sign sheet included with each addendum and submit with bid

REQUIRED FORMS TO BE SUBMITTED

- ____ RESPONDENT'S CERTIFICATION must be signed and submitted
- ____ DRUG FREE WORK PLACE
- ____ PRICING RESPONSE
- ____ REFERENCE FORM

____ Minimum Requirements (MUST or SHALL) - Be aware of or could be deemed non-responsive and not considered for award. **Does not apply to this Solicitation, award will be evaluated based on Submittals.**



City of Gainesville
Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
(352) 334-5021(main)

_____ Bid Information Form - If not bidding, please complete the form and let us know why you are not bidding.

CORRECTIONS:

1. Some of the page labels in the bottom right of the pages are incorrect. These will be corrected and a new version of the solicitation will be posted in Addendum 1 to represent each Section accurately.

ADDITIONAL INFORMATION TO DISCUSS:

1. BREAKDOWN OF BID PACKAGE -

- a. INSTRUCTIONS
- b. FORMS
- c. ATTACHMENT 1 – GENERAL TERMS & CONDITIONS
- d. ATTACHMENT 2 – SUPPLEMENTAL CONDITIONS
- e. ATTACHMENT 3 – STATEMENT OF WORK
- f. ATTACHMENT 4 – EXHIBITS

2. RFP Schedule

Temporary Personnel Services
RFP#FPUR-200036-GD
Work Schedule

Activity	DAY	DATE	TIME	LOCATION	Comments
RFP for Distribution	Monday	06/08/20			Cone of Silence Begins
Non Mandatory Pre-Bid Meeting	Thursday	06/18/20	9:30am	Zoom	
Deadline for receipt of questions	Thursday	06/25/20	3:00pm		dykemangb@cityofgainesville.org
Deadline for receipt of proposals	Tuesday	07/07/20	3:00pm	DemandStar	
Oral presentations, if conducted	Wednesday	07/29/20	1:00-4:00pm	Zoom	
Oral presentations, if conducted	Friday	07/31/20	1:00-4:00pm	Zoom	
Projected award recommendation	Monday	08/03/20	10:30am		TENTATIVE
Recommendation of Award to City Commission	Thursday	08/20/20	1:00pm	TBD	TENTATIVE - Cone of Silence Ends
Contract Finalization		2-5 weeks			TENTATIVE
Purchase Order issued		1 day			When fully executed Contract received
Projected contract start		10/01/20			TENTATIVE



City of Gainesville
Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
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ATTACHMENT B

Bid Opening ZOOM Access

If you wish to view the bid opening for RFP#FPUR-200036-GD, Temporary Personnel Services, it will take place at 3:00pm, July 7, 2020 on ZOOM.

Join Zoom Meeting:

<https://us02web.zoom.us/j/87073460208?pwd=VzB5Ryt4SzFzanBmdTZwc0cvb2YwZz09>

Meeting ID: 870 7346 0208

Password: 0HcMzx

One tap mobile

+13017158592,,87073460208#,,,,0#,,570483# US (Germantown)

+13126266799,,87073460208#,,,,0#,,570483# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 870 7346 0208

Password: 570483

Find your local number: <https://us02web.zoom.us/j/87073460208?pwd=VzB5Ryt4SzFzanBmdTZwc0cvb2YwZz09>



GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA

Solicitation No. FPUR-200036-GD

Issue Date: June 8, 2020

Non-Mandatory Pre-bid Meeting: Thursday, June 18, 2020; 9:30am

Non-Mandatory Pre-Bid Meeting will be conducted on ZOOM:
<https://us02web.zoom.us/j/87807680991?pwd=SWFUTVMwVUdDQ2RPUHNJUGc4SmE5UT09>

Meeting ID: 878 0768 0991

Password: 2U5EYy

Questions Due: Thursday, June 25, 2020; 3:00pm

Due Date @ 3:00 p.m.: Tuesday, July 7, 2020

Request for Proposal Temporary Personnel Services

Gainesville Regional Utilities
301 S.E. 4th Avenue
Gainesville, FL 32601

City of Gainesville
200 East University Avenue
Gainesville, FL 32601

Purchasing Representative
Gayle Dykeman
Procurement Specialist 3
dykemangb@cityofgainesville.org

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INSTRUCTIONS

1.0 DEFINITION OF TERMS FOR INSTRUCTIONS.

- 1.1 Addendum/Addenda: Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.
- 1.2 Agreement: A written Contract between two or more Parties. “Contract” and “Agreement” are synonymous.
- 1.3 Best and Final Offer (BAFO): The final proposal submitted after competitive negotiations are completed that contains the Responders most favorable terms.
- 1.4 Bid: The written response to a Solicitation.
- 1.5 CITY: For the purpose of this solicitation, “CITY” will mean the City of Gainesville General Government and its Charter Officers as well as Gainesville Regional Utilities.
- 1.6 Due Date: The date the bid to this solicitation is due.
- 1.7 Non-Responsive: A response that does not meet the material requirements of the solicitation.
- 1.8 Redacted: The censoring of part of a Response.
- 1.9 Respondent: An individual or business entity that submits a response to a Solicitation.
- 1.10 Response: A written document submitted by a Respondent in reply to Solicitation.
- 1.11 Responsive: A response that conforms in all material respects to the requirements set forth in the Solicitation.
- 1.12 Solicitation: A written document issued by an agency to obtain information or pricing for goods and/or services. May also be referred to as an Invitation to Bid, Request for Proposal, Request for Quotation, or Request for Statement of Qualifications.
- 1.13 Work: Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.

2.0 EXAMINATION OF SOLICITATION DOCUMENTS AND WORK SITE.

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

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

3.0 INTERPRETATIONS AND ADDENDA.

- 3.1 All questions about the meaning or intent of the Solicitation are to be directed to the Purchasing Representative, unless stated otherwise in the Solicitation. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda sent to all parties recorded as having received the Solicitation. Questions received less than seven (7) business days prior to the Response due date/time may not be answered by the Purchasing Representative. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications that are not memorized by formal written Addenda will be without legal effect.
- 3.2 Addenda may also be issued to modify the Solicitation as deemed advisable by the Purchasing Representative.
- 3.3 Addenda issued by CITY prior to the Solicitation due date/time are considered binding as if written into the original Solicitation. Respondents are responsible for ensuring that all addenda have been received prior to submitting their Response.

4.0 RESPONSE SUBMITTALS.

The following information is required with the Response:

Failure to provide the following information may be cause for the response to be deemed non-responsive:

- Pricing Response Form
- A minimum of three (3) examples of past Work similar in size and scope to this project. Each example must include a **current contact name and phone number** for the Owner's project representative as well as an accurate description of the completed project (use Reference Form for this purpose).
- Respondent's Certification
- Drug Free Workplace Certification
- Subcontractor Information Form
- If small business enterprise (SBE) or service disabled veteran enterprise (SDVE), provide evidence that you are certified by the City of Gainesville Equal Opportunity Department (EO) in order to receive the preference.
- If local business, provide Business Tax Receipt and Zoning Compliance Permit with the City of Gainesville in order to receive the preference.

5.0 EVALUATED SUBMITTALS

- a. Minimum Requirements: Respondents must meet the minimum Requirements in order to be evaluated:
 1. Must be able to demonstrate that the company has been in the business of provided Temporary Employee services for a period no less than five (5) years
- b. CITY evaluators will use the attached Professional Services Evaluation Handbook (Exhibit C). Submittals will be evaluated on the following :
 1. Rates and fees – rates and fees will be evaluated at 10% of the overall scoring
 2. Reference checks
 3. Providing same type of services to Public or Private Organizations.
 - a. Demonstrate a track record of successful delivery at CITY’s historical volume.
 - b. If there is not a track record at the CITY’s historical volume, demonstrate rate of success and how performance expectations have been met with existing clients.
 4. Demonstrate the ability to deliver qualified employees. The method by which employees are screened before they are placed in a position (background checks, reference checks, experience, computer skills, etc.).
 - a. Prescreen: background check; reference check; experience.
 5. Placement Success Rate.
 6. Business Recruitment Policy, Practices and Philosophy.
 7. Client fulfillment process

6.0 RESPONSE PREPARATION.

The Pricing Response Form is included in the Solicitation and should be used to submit pricing information. Respondents may bid on one, several, or all of the Job Categories listed.

- 6.1 All requested information on the Respondent’s Certification Form must be legibly completed in ink (computer printed, typed or handwritten).
- 6.2 A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a document showing authorization of such person’s authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.
- 6.3 The names of individuals included on the Respondent’s Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).
- 6.4 Respondent must acknowledge receipt of all addenda using the space provided on the Respondent’s Certification Form.
- 6.5 Costs for developing a response to the Solicitation are the sole obligation of the Respondent.

7.0 PRICE.

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

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

8.0 DEVIATIONS FROM SPECIFICATIONS.

- 8.1 Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled “Clarifications and Exceptions” and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications.
- 8.2 CITY reserves the right to waive clarifications and exceptions to the Solicitation if determined by CITY to be in CITY’s best interest.

9.0 DISTRIBUTION OF INFORMATION.

- 9.1 CITY posts and distributes information pertaining to its procurement solicitations on [DemandStar.com](https://www.demandstar.com). Vendors may use DemandStar at no cost to them, however Vendors must register with DemandStar, and specify the City of Gainesville in their registration, to:
- a. Access procurement documents and related information.
 - b. Receive automatic and instant notifications of government opportunities.
 - c. Download solicitation documents and specifications online.
 - d. Submit your bids and proposals online.
 - e. See all the forms and documents you need to complete in one place.
 - f. Receive and respond to government requests for quotes immediately.
 - g. Automatic notification of awards.
- 9.2 For more information about DemandStar, visit [CITY.com](https://www.city.com).
- 9.3 It is the responsibility of the vendor to regularly monitor DemandStar. Properly registered vendors can expect to receive automatic notification of solicitations for bids, proposals, and price quotes by participating public purchasing entities. Vendor failure to retrieve available, required procurement information and include the appropriate documentation and information in solicitation responses may result in disqualification.

10.0 SOLICITATION RESPONSE.

- 10.1 **Response must be in the possession of the City of Gainesville Procurement at 3:00 p.m. local time on the due date.** Possession is defined as being uploaded into DemandStar prior to the 3:00 p.m. deadline. DemandStar is programmed so that no late submissions will be accepted, additionally, the CITY will not accept any late submissions in any format. There is no cost to the bidder to submit a proposal on DemandStar.com.
- 10.2 Responses will be publicly opened at the time and place indicated in the Solicitation and will be available for inspection upon notice of award or intended Award, or within thirty (30) calendar days after the opening of Responses, whichever occurs first. Prices may be read at the public Solicitation opening at the sole discretion of CITY Purchasing.

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

A "Non-Submittal" form has been provided for those who choose not to participate in the Solicitation. This form can be submitted in DemandStar or emailed to the Purchasing Representative

11.0 MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION.

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

12.0 TERMS OF AWARD.

- 12.1 Award will be made to the best evaluated Respondent(s) for Response(s) based on evaluated criteria outlined in the instructions and Attachment 3 Statement of Work as CITY determines to be in its best interest. The CITY's 'Professional and Other Services Evaluation Handbook' (Exhibit C) will be used by evaluators to be used as a tool in evaluating respondents.
 - 12.1.1 Bidders must be able to demonstrate the ability to provide all services within their selected Job Categories in order to qualify for award.
- 12.2 CITY reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by CITY. CITY may conduct such investigation as CITY deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.
- 12.3 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.4 If the Contract is awarded, CITY will give the successful Respondent a Notice of Intent to Award within sixty (60) calendar days after the Solicitation due date. All Responses must remain valid for sixty (60) calendar days from the Solicitation due date.
- 12.5 When CITY gives a Notice of Award to the successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all attachments. Within fifteen (15) calendar days thereafter, Respondent must sign and deliver the required number of counterparts of the Contract, attachments, and

required Bonds, if applicable. CITY will ultimately provide a fully signed counterpart to the Respondent.

- 12.6 Failure on the part of the successful Respondent(s) to execute a Contract within fifteen (15) calendar days after the notice of acceptance may be just cause for annulment of award.
- 12.7 CITY may then accept the Response of the next lowest, responsive, responsible Respondent or re-advertise the Solicitation. If the next lowest, responsive, responsible Response is accepted, this acceptance will bind such Respondent as though it was the original successful Respondent.
- 12.8 Protests in respect to the intended award must be filed within three (3) calendar days of notice for purchases that do not require prior approval of the City Commission, and within seven (7) calendar days for purchases that require prior approval of the City Commission. It is the Respondent's duty to be informed of the intended award and CITY's protest procedures.

13.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.

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

14.0 DISCLOSURE, CONFIDENTIALITY.

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

14.1 Identifying Trade Secret or Otherwise Confidential and Exempt Information.

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

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

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

- a. In the event CITY receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, CITY will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.
- b. However and notwithstanding the above, in the event that CITY in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then CITY shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then CITY will disclose the information requested.
- c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, CITY shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
- d. Contractor hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

15.0 LOBBYING.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period as defined in Florida Statutes Chapter 287.57 (23), except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

16.0 BLACKOUT PERIOD.

Pursuant to Chapter 287.057 (23), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

17.0 COLLUSION.

- 17.1 Only one response from any individual, firm, corporation, organization or agency under the same or different name will be considered for this Solicitation. Submission of more than one response may result in the rejection of all responses from the Respondent.
- 17.2 Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- 17.3 By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any CITY officer or employee to secure favorable treatment with respect to being awarded this Contract.

18.0 SMALL BUSINESS ENTERPRISE (SBE).

- 18.1 Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.
- 18.2 A small or service-disabled veteran business, as certified by the City of Gainesville equal opportunity department (EO) <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx> will be given a preference of 5% of the total price not to exceed \$25,000, when all of the following apply:
 - a. Purchase is anticipated to be greater than \$50,000;
 - b. Award is based on evaluation criteria other than to the lowest responsive and responsible bidder;
 - c. The certified small or service-disabled veteran business being evaluated did not receive a Local Preference; and
 - d. The preference is not prohibited by law.

19.0 LOCAL PREFERENCE.

The Local Preference Ordinance applies to Solicitations for goods or services estimated to exceed \$50,000.

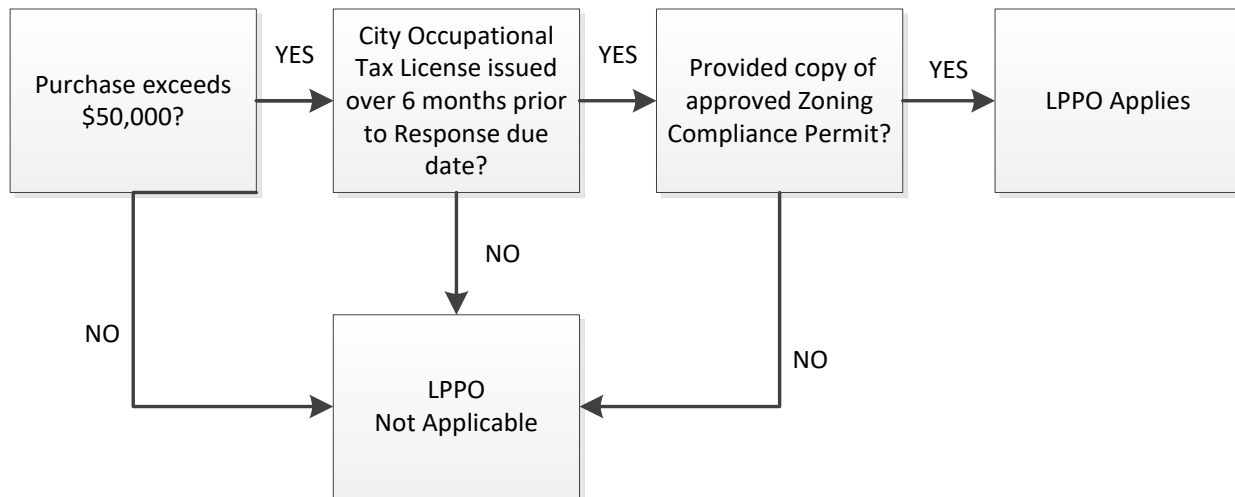
In solicitation of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the City Commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an

amount not to exceed five percent of the local business' total price, and in any event the cost differential should not exceed \$25,000.

A "local business" means the Respondent has a valid business tax receipt, issued by the City of Gainesville at least six months prior to Response due date, to do business in said locality that authorizes the business to provide the goods, services, or construction services 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 business operates or performs business on a day-to-day basis. Post office boxes are not verifiable and cannot be used for the purpose of establishing said physical address. In order to be eligible for local preference, the Respondent must provide a copy of the business tax receipt. The ordinance can be found at www.cityofgainesville.org. A Local Preference Decision Tree is attached.

LOCAL PREFERENCE POLICY ORDINANCE DECISION TREE

While not all encompassing, the following is provided as a guideline for determining whether the City of Gainesville Local Preference Policy Ordinance (LPPO) applies to solicitation responses submitted to the City. LPPO applies only to new solicitations. Respondents are advised to review the entire text of the Local Preference Policy Ordinance. THE CONTRACTOR is advised to review the entire text of the LPPO at www.cityofgainesville.org.



CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES
PROCUREMENT

SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES

DEBARMENT/SUSPENSION/TERMINATION

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

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

- (i) Any other cause the purchasing representative determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity for any cause listed in this Section;
- (j) The foregoing is supplemental to any applicable provisions of F.S. 287.133, as amended. In the event of any conflict between this provision and the requirements of said statute, the statute shall prevail.

REJECTION OF BIDS/TERMINATION OF CONTRACT

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

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

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FORMS

SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES

- Contract Sample
- Respondent's Certification
- Drug Free Workplace Form
- Pricing Response Form
- Reference Form
- Non Submittal Form

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CONTRACT SAMPLE

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES, AND COMPANY NAME
FOR
TEMPORARY PERSONNEL SERVICES**

THIS CONTRACT is made and entered into this ____ day of _____, _____, by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation, with offices located at 200 E University Avenue, Gainesville, Florida 32601 and , **GAINESVILLE REGIONAL UTILITIES (“GRU”)** with offices located at 301 S.E. 4th Ave, Gainesville, Florida 32601 – hereafter both agencies referenced as CITY (“_____”), a _____ corporation, with its principal place of business at _____, individually referred to as “Party” or collectively as “Parties”, respectively.

WHEREAS, CITY requires temporary personnel services; and

WHEREAS, CITY issued a Solicitation on _____ for Temporary Personnel Services; and

WHEREAS, _____ submitted a Response dated _____, to provide Temporary Personnel Services; and

WHEREAS, the City Commission approved CITY entering into a contract with on _____, for Temporary Personnel Services; and

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

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

1. _____ shall provide Temporary Personnel Services as detailed in the Statement of Work (**Attachment 3**) and in accordance with the General Terms and Conditions (**Attachment 1**) and Supplemental Conditions (**Attachment 2**).
2. CITY shall pay to _____ for the faithful performance of this Contract according to the pricing schedule attached hereto (**Attachment 4**). Adjustments to price may be requested by the _____ at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. _____ shall provide documentation for any such price increase and the price increase shall not exceed the Producer’s Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

TERM OF AGREEMENT.

1. The term of this Contract shall commence on execution and terminate after three (3) years of service.

2. This Contract may be extended for one (1) additional three (3) year period, upon mutual agreement of the Parties.
3. Beyond the extensions described above. This Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

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

COMPANY NAME

GAINESVILLE REGIONAL UTILITIES

BY: _____
Name
Title

BY: _____
Name
Title

CITY OF GAINESVILLE

BY: _____
Name
Title

Approved as to form and legality:

Lisa C. Bennett
Senior Assistant City Attorney

Procurement Representative:

Robbin Odowski, CPPB
Procurement Specialist III

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SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES

RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: _____

PHYSICAL ADDRESS: _____

FEDERAL IDENTIFICATION #: _____ STATE OF INCORPORATION: _____ (Seal)

I have carefully reviewed this Solicitation including the scope, submission requirements, general information, and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the pricing provided.

Addenda ___ through ___ **acknowledged** (if applicable).

I am a small business enterprise (SBE) or service disabled veteran enterprise (SDVE) certified with the City of Gainesville Equal Opportunity Department (<http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>). YES NO

I am a local business requesting Local Preference (include Business Tax Receipt and Zoning Compliance Permit) YES NO

The Living Wage Ordinance applies YES NO

If yes, additional costs in response price \$_____

I further acknowledge that: **Response is in full compliance with the specifications**; or Response is in full compliance with the specifications **except** as specifically stated and explained in detail on sheets attached hereto and labeled "Clarifications and Exceptions".

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

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

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

**CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES
PROCUREMENT**

**SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES
DRUG-FREE WORKPLACE CERTIFICATION FORM**

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

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

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

CORPORATION, PARTNERSHIP, OR INDIVIDUAL

DATE

AUTHORIZED SIGNATURE

SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES

PRICING RESPONSE FORM

Responding Company's Name: _____

The foundation for the determination of the employee Wage Rate is the City of Gainesville Job Classification and its associated Minimum Salary. Most recent information can be located at:

<https://www.governmentjobs.com/careers/gainesville/classspecs>

Direct reference to the City's Job Description, Job Code and Minimum Salary for the position should be provided as back-up for the bill rate quoted.

The Bill Rate \$/Hour will be determined by an All-Inclusive Multiplier added to the CITY'S minimum salary for the position. The All-Inclusive Multiplier must include all Affordable Care Act fees.

This solicitation may award to more than one vendor. The CITY understands that some temporary services companies specialize in certain categories of services, therefore, bidders may bid on one category, many, or all of the work categories identified below. However, bidder must be able to demonstrate that it has the resources to fully support the job categories for which they are bidding.

NOTE: Technical Categories are not sought under this solicitation.

Provide All-Inclusive Multiplier for all Job Categories your company is bidding on below, remember, the All-Inclusive Multiplier must include provision for the Affordable Care Act:

	Job Categories	All Inclusive Multiplier
1	General Office & Clerical Work	
2	Labor-Light Lifting (i.e. Store Clerk)	
3	Maintenance, Labor- Heavy Lifting (i.e. janitorial, outdoor labor such as small equipment operators, working in concrete, asphalt, digging trenches, etc.)	
4	Child Care	
5	Food Service (i.e. Cooks, Waiters, Kitchen Staff)	
6	CDL Drivers	
7	School Crossing Guards	

The following services shall be provided by the Contractor prior to employing temporary personnel upon the request of the City. These services must be billed in accordance with the rates stated, unless otherwise included in the billing rate.

a. Health Statements: At the request of the City, the Contractor shall have health assessments conducted to determine an employee's general state of health and physical ability to perform the job for which the employee is requested.

Cost per request: _____

b. Drug Testing: Drug testing may be required for certain job classifications. The Contractor is responsible for conducting drug testing at the request of the City and in accordance with all federal regulations.

Cost per request: _____

c. Criminal Background Check: (as required by job duties)

Cost per request: _____

d. Criminal Record Check: (as required by job duties)

Cost per request: _____

e. Motor Vehicle Record Check: (as required by job duties)

Cost per request: _____

Do not quote fractional percentages beyond 2 digits. If more than two digits are quoted, percentage will be obtained by rounding down.

If the Respondent offers discounted pricing, such as prompt payment discounts or volume discounts, it must be clearly stated and explained here. Such discounts, if applicable, will not be used in determining award of the Solicitation. If there are additional rates that are not included above, they must be included in the "Clarifications and Exceptions" page marked as "Additional Pricing". If Respondent is awarded the contract, additional rates must be formalized via an Amendment to the Contract.

Submitted by:

Name (printed) _____

Signature _____

Title _____

Date _____

REFERENCE FORM

Name of Bidder: _____

Provide current, verified information for three references of similar scope performed within the past five years. You may include other pertinent information.

#1 Year(s) services provided (for example: 1/2018 to 2/2019): _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

#2 Year(s) services provided (for example: 1/2018 to 12/2019): _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

#3 Year(s) services provided (for example: 1/2018 to 12/2019): _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

SOLICITATION NUMBER FPUR-200036-GD FOR TEMPORARY PERSONNEL SERVICES

NON SUBMITTAL FORM

TO: City of Gainesville Procurement Division
200 East University Avenue, Gainesville, Florida 32601

Email: dykemangb@cityofgainesville.org

BUSINESS: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

EMAIL: _____

DATE: _____

Business declines to respond to the referenced Solicitation for the following reason(s):

_____ Do not offer product or service or product specified.

_____ Schedule conflict or unavailability.

_____ Insufficient time to respond to the Solicitation.

_____ Unable to meet specifications.

_____ Unable to meet the insurance requirements.

_____ Unable to meet bond requirements.

_____ Not interested at this time.

_____ Other _____

Please consider business for future solicitations: Yes ___ No ___

Please consider business on solicitations for these products/services:

Comments: _____

ATTACHMENT 1 GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS.

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

2.0 NOTICES.

Notices to the Contractor shall be deemed to have been properly sent when electronically or physically delivered to the Contractor. Notices to CITY are deemed to have been properly sent when delivered, as appropriate, to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com; OR, General Government Procurement, 200 East University Avenue, Gainesville, FL 32601 or emailed to dykemangb@cityofgainesville.org and CITY acknowledges receipt of the email.

3.0 PAYMENT.

3.1 Invoicing.

The Contractor is responsible for invoicing CITY for Services performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, description of services, prices, Work location, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to:

If billing is for Gainesville Regional Utilities then:

Gainesville Regional Utilities
Accounts Payable
P.O. Box 147118
Station A-27
Gainesville, FL 32164-7118
or faxed to 352-334-2964
or e-mailed to accountspayable@gru.com

If billing for City of Gainesville General Government, then:

City Of Gainesville
ATT: [Name of Department]
PO Box 490, Station [to be provided by Department]
Gainesville, Florida, 32627
e-mail to be provided by Department

3.2 Payment Terms.

Unless otherwise agreed upon in writing, CITY's payment terms are net thirty (30) days from receipt of correct invoice. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed work may be allowed with CITY's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

3.3 Lien Release.

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

3.4 Final Payment/Acceptance.

The acceptance by THE CONTRACTOR of final payment due on termination of the Contract shall constitute a full and complete release of CITY from any and all claims, demands and causes of action whatsoever which THE CONTRACTOR, its successors or assigns have or may have against CITY under the provisions of this Contract.

4.0 COMPLIANCE WITH LAWS AND REGULATIONS.

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

5.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that THE CONTRACTOR agrees to indemnify CITY as described below in Section 2.0 Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

6.0 SOVEREIGN IMMUNITY.

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

7.0 SEVERABILITY.

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

8.0 ASSIGNMENT.

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

9.0 AUDIT OF RECORDS.

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

10.0 NONEXCLUSIVE REMEDIES.

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

11.0 ADVERTISING.

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

12.0 MODIFICATION OF TERMS.

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

13.0 WAIVER.

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

14.0 DISCLOSURE AND CONFIDENTIALITY.

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

14.1 Identifying Trade Secret or Otherwise Confidential and Exempt Information.

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

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

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

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

and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

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

15.0 PUBLIC RECORDS.

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

- 15.1 Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by CITY to perform the service.
- 15.2 Upon request from CITY'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.
- 15.3 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 CITY.
- 15.4 Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of the Contractor or keep and maintain public records required by CITY to perform the service. If the Contractor transfers all public records to CITY 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 CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.
- 15.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

16.0 SALES TAX.

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

ATTACHMENT 2 SUPPLEMENTAL CONDITIONS

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

1.0 CONDUCT OF THE WORK.

- 1.1 Personnel. The Contractor shall employ only competent and skilled personnel for the job. The Contractor shall be considered an independent Contractor and as such shall not be entitled to any right or benefit to which the CITY employees are or may be entitled to by reason of employment. All person engaged in any of the Work performed pursuant to the contract shall at all times be deemed employees of the Contractor. For work performed by temporary personnel, the CITY may provide task-specific instruction and direction, but the Contractor shall remain responsible for administrative control of the temporary personnel. Neither the Contractor, nor anyone employed by the Contractor, shall represent, act, or be deemed to be the agent or employee of the CITY.
- 1.2 Warranty of Service. The Contractor warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with that standard of care and skill ordinarily exercised by members of the profession or vocation doing similar work.
- 1.3 Noninfringement. Contractor warrants that any work product or other material furnished to the CITY does not infringe on any third party rights in any US patent, copyright, trademark or trade secret.
- 1.4 Extra work. Without invalidating the Contract, the CITY may, at any time, by written order and without preliminary notice to the surety, order extra work within the general scope or alter the work by addition or reduction, and the contract price will be adjusted accordingly.
- 1.5 Responsibility. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. The Contractor will assign only competent and skilled personnel to perform the Work. All of the Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under the Contractor's sole direction, supervision and control at all times and in all places. The Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. The Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of the CITY.

2.0 INDEMNIFICATION.

- 2.1 THE CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the CITY its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by THE CONTRACTOR, its agents, employees, partners, or subcontractors.
- 2.2 Further, THE CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to CITY's misuse or modification or THE CONTRACTOR's products or CITY's operation or use of THE CONTRACTOR's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in THE CONTRACTOR's opinion is likely to become the subject of such a suit, THE CONTRACTOR may at its sole expense procure for CITY the right to continue using the product or to modify it to become non-infringing. If THE CONTRACTOR is not reasonably able to modify or otherwise secure CITY the right to continue using the product, THE CONTRACTOR shall remove the product and refund CITY the amounts paid in excess of a reasonable rental for past use. CITY shall not be liable for any royalties if applicable.
- 2.3 THE CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CITY giving THE CONTRACTOR (1) written notice of any action or threatened action, (2) defending the action at THE CONTRACTOR's sole expense. THE CONTRACTOR shall not be liable for any costs or expenses incurred or made by CITY in any legal action without THE CONTRACTOR's prior written consent, which will not be unreasonably withheld.
- 2.4 The provisions of this section shall survive the termination or expiration of this Contract.

3.0 DISPUTES.

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

4.0 DELAY.

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

If the project is stopped or delayed for more than three (3) consecutive months and CITY or THE CONTRACTOR elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by CITY within its control, then THE CONTRACTOR's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. THE CONTRACTOR is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

5.0 DEFAULT.

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

6.0 TERMINATION.

6.1 Termination for Convenience.

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

6.2 Termination for Cause (Cancellation).

CITY may terminate this Contract for cause if THE CONTRACTOR materially breaches this Contract by:

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

6.3 Funding out Clause.

If funds for this Contract are no longer available, CITY reserves the right to terminate this Contract without cause by providing THE CONTRACTOR with thirty (30) calendar day's written notice to THE CONTRACTOR.

7.0 FORCE MAJEURE.

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of CITY to secure approval; validation or sale of bonds; inability of CITY or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

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

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

8.0 LIMITATION OF CITY'S LIABILITY.

To the fullest extent permitted by law, CITY shall not be liable to THE CONTRACTOR for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue

or other business interruption damages, including but not limited to, loss of use of equipment or facility.

9.0 THE CONTRACTOR REQUIREMENTS.

- 9.1 Compliance with Laws and Regulations. All CITY, County, State and Federal laws, regulations or ordinances must be strictly observed and adhered to. The Contractor is responsible for all practical and legal notices when required and shall take precautions that are necessary to protect life and property.
- 9.2 Responsibility for Damages. Except to the extend caused by the CITY negligence or willful misconduct, or the CITY'S breach of this Agreement or failure to comply with applicable law, the Contractor shall indemnify and hold harmless the CITY, its officials, agents and employees from any suits, actions, damages, liability, and expenses, including reasonable attorney's fees, in connection with any negligence, recklessness, intentional wrongdoing, or violation of law by the Contractor or any persons employed or utilized by Contractor in the performance of this Agreement.
- 9.3 Enforcement or Litigation Costs. The Contractor shall pay all costs and expenses that may be incurred by the CITY (i) in enforcing compliance by the Contractor with the provisions of this Contract, or (ii) in defending any proceeding or suit brought against the CITY for violation by the Contractor of any law or ordinance, or (iii) in defending any action or suit for which indemnification is required hereunder. If the CITY shall be, or be made, a party to any litigation with respect to any matter arising out of, or related to, this Contract as to which the Contract is at fault or responsible, as set forth in Attachment 2, Section 9.2, the Contractor shall pay all judgements, decrees and costs, including reasonable attorney's fees, incurred or imposed upon the CITY in connection therewith.
- 9.4 Performance. The Contractor shall perform services in accordance with the Statement of Work.

10.0 AUTHORIZED REPRESENTATIVES.

- 10.1 The Purchasing Representative for this Contract is Robbin Odowski. Questions regarding this Solicitation and the administration of the resulting Contract shall be directed to Robbin at (352) 393-1209 or via email at odowskirr@gru.com.

11.0 INSURANCE.

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

12.0 MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts set forth below:

- | | |
|---|---|
| <input type="checkbox"/> Commercial General Liability | \$1,000,000 combined single limit for bodily injury and property damage |
| <input type="checkbox"/> Automobile Liability | \$1,000,000 combined single limit for bodily injury and property damage |
| <input type="checkbox"/> Personnel's Compensation: | |
| (a) State | Statutory |
| (b) Applicable Federal | Statutory |
| (c) Employer's Liability | \$500,000 per Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee |
| <input type="checkbox"/> Excess Liability | \$1,000,000 |

13.0 LIVING WAGE ORDINANCE.

The Living Wage Ordinance as amended does not apply to this Solicitation. The ordinance can be found at www.cityofgainesville.org.

The pay rate and bill rate guidance provided in the Pricing Response Page will prevail throughout the term of this contract.

14.0 NERC CIP COMPLIANCE REQUIREMENTS.

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

15.0 ORDER OF PRECEDENCE.

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

- a. Any modification to this Contract
- b. Contract
- c. CITY Technical Specifications
- e. CITY Supplemental Conditions
- f. CITY General Conditions
- g. CITY Instructions
- h. THE CONTRACTOR Response

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ATTACHMENT 3 STATEMENT OF WORK

1.0 INTENT.

The provisions contained in this section are intended to supplement or modify Instructions to Bidders, General Terms and Conditions and Supplemental Conditions. In case of any conflict between the aforementioned sections and the Statement of Work, the intent of the Statement of Work shall prevail.

2.0 SCOPE OF WORK.

The Contractor shall provide temporary personnel services on an as-needed-basis for the CITY. The CITY may award more than one vendor a contract, based on the bidder's areas of expertise.

- 1.1 Descriptions for each job classification within the CITY are provided at <https://www.governmentjobs.com/careers/gainesville/classspecs>
- 1.2 Updated job titles and pay ranges are provided at: <https://www.cityofgainesville.org/HumanResources/CityPayPlans.aspx>
- 1.3 The Department Manager or designee from the department requiring temporary personnel services shall be responsible for identifying the CITY job classification, matching the job classification to the CITY's minimum pay rate for the job and contacting the Contractor for the purpose of requesting required services based on the job classification needed. If the required job classification is not listed in the CITY'S job classifications based on the experience and skills required, the Contractor shall propose an hourly wage rate for the job classification which will be subject to the approval by the CITY. An All-Inclusive Multiplier shall be applied to the wage rate to determine the billing rate. Any job classification not already established by the CITY shall be approved by the CITY's Human Resource Department.
- 1.4 The all-inclusive multiplier must include provision for Patient Protection and the Affordable Care Act (Section 6.0: PATIENT PROTECTION AND AFFORDABLE CARE ACT)

3.0 WAGE RATE.

The "Wage Rate" is determined by matching the job responsibilities with the CITY's Job Classification table which can be found here: <https://www.governmentjobs.com/careers/gainesville/classspecs>

Once the Job Description has been matched to the job title, the Salary for that position will be based on the employee's directly related work experience. The hourly rate paid to the employee will be at least the City's minimum of the salary range for the position.

The Bill Rate will be calculated by multiplying the amount paid to the employee by an all-inclusive multiplier vendor will provide in their submittal to this RFP.

4.0 HISTORICAL DATA.

- 1.1 Historical Data provided (Exhibit D) in this solicitation is furnished only for informational purposes. This data shall in no way be interpreted as a guaranteed minimum or maximum level of business with select vendor(s).

5.0 TESTING AND TRAINING.

- 5.1 The following services shall be provided by the Contractor prior to employing temporary personnel upon the request of the City. These services must be billed in accordance with the rates stated in the bid, unless otherwise included in the billing rate.
 - 5.1.1 **Health Statements:** At the request of the City, the Contractor shall have health assessments conducted to determine an employee's general state of health and physical ability to perform the job for which the employee is requested.
 - 5.1.2 **Drug Testing:** Drug testing may be required for certain job classifications. The Contractor is responsible for conducting drug testing at the request of the City and in accordance with all federal regulations.
 - 5.1.3 **Criminal Background Check:** (as required by job duties)
 - 5.1.4 **Criminal Record Check:** (as required by job duties)
 - 5.1.5 **Motor Vehicle Record Check:** (as required by job duties)
- 5.2 The Contractor is responsible for hiring temporary personnel capable of performing the tasks for which they are hired. The Contractor is responsible for training and testing employees for proficiency in the job that they will be performing in accordance with the job classification. The Contractor shall confirm the validity of all required licenses.
- 5.3 Employees are required to maintain a valid driver's license for job classifications requiring the operation of motor vehicles.
 - 5.3.1 Classes A, B, and C, are for drivers of commercial motor vehicles such as large trucks and buses.
 - 5.3.2 Classes D and E are for drivers of non-commercial vehicles.
- 5.4 All employees must comply with all safety practices as established by the City of Gainesville's Human Resources Department, appropriate safety training departments or the Risk Management Department, and are also responsible for obtaining copies of these safety practices from the City of Gainesville's Human Resources Department, appropriate safety training departments or the Risk Management Department. The Contractor will ensure that all employees are familiar with all safety practices of the City as established by the City of

Gainesville's Human Resources Department, appropriate safety training departments or the Risk Management Department.

- 5.5 All testing and training must be fair, impartial and non-discriminatory, and must all follow Labor and Justice Department rules and requirements.
- 5.6 Contractor shall remove promptly, and without cost to the City, any temporary personnel deemed incompetent or undesirable by the City.
- 5.7 The City reserves the right to visit the bidder's office site to observe the testing and training procedures as part of the evaluation of bids received or to evaluate the Contractor's ability to continue to provide the required services.

6.0 PATIENT PROTECTION AND AFFORDABLE CARE ACT.

The Contractor shall agree to comply with all provisions of the Patient Protection and Affordable Care Act (the "ACA") applicable to its temporary personnel provided to the CITY under this Agreement, including the employers shared responsibility provisions relating to the offer of "Minimum Essential Coverage" to "Full-Time Employees" and their "Dependents" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable reporting provisions under internal Revenue Code Section 6055 and 6056 and related regulations (the "Reporting Requirements"). Calculation of an all-inclusive multiplier must include the cost of the ACA.

7.0 INDEMNIFICATION IN CONNECTION WITH TEMPORARY PERSONNEL.

Contractor shall indemnify and hold harmless the CITY, its officials, agents, and employees from any suits, actions, damages, liability, expenses, taxes and penalties in connection with any temporary personnel provided to CITY under this Agreement, who are Full-Time Employees of the Contractor, due to Contractor's failure: (i) to offer to such temporary personnel and their Dependents Minimum Essential Coverage; (ii) to pay any taxes or penalties for failure to offer to such temporary personnel Minimum Essential Coverage that is "affordable" and provides "minimum value" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations); (iii) to comply with any Reporting Requirements under the ACA; or (iv) otherwise comply with the ACA.

8.0 HIRING OF CONTRACTOR'S EMPLOYEES.

If, after hiring a Contractor's temporary employee that has been sent to work with the CITY, a decision is made to put an employee on the CITY's own payroll, the Contractor waives all rights to, and requirements for a payment of a fee reimbursing the Contractor for damage suffered as a result of the loss of the training and advertising invested in that employee.

9.0 HOURS OF WORK.

- 9.1 Temporary personnel employed by the Contractor to work for the CITY shall be required to work normal business hours for the position they are temporarily filling (examples include 4, 6, 8, 10 or 12 hour shifts).

- 9.2 Employees may not exceed forty (40) hours per week without written approval from the Department Head of the requesting department or his or her designee. The Contractor shall be compensated for authorized overtime at a rate not to exceed 1.5 times the wage rate plus the all-inclusive multiplier for the particular job classification.

10.0 GUIDELINES FOR EMPLOYING TEMPORARY EMPLOYEES.

10.1 Routine Requests for Temporary Employees:

- 10.1.1 A purchase order must be provided to the Contractor prior to the hiring of an employee or the beginning of an assignment.
- 10.1.2 The Contractor shall send a temporary employee to the job site at the request of the CITY. If requested by the CITY, the Contractor shall send more than one employee to the department for an interview.
- 10.1.3 Routine assignments shall be six (6) months or less, unless approved by the appropriate CITY Staff.
- 10.1.4 The CITY agrees to clearly specify the type of position(s) and job duties required, and also agree not to make substantial changes in a temporary personnel's job duty or risk without prior written agreement with the Contractor.

11.0 RECORDS.

The Contractor shall maintain records sufficient enough to document completion of the scope of services established in this the Agreement. Records shall be subject to review, inspection, copying and audit by persons duly authorized by the CITY at the CITY'S expense. These records shall be retained by the Contractor for a minimum of five (5) years after the termination of the Agreement, in accordance with the State of Florida Records Retention Law. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

12.0 REPORTS.

The Contractor shall provide usage reports for temporary personnel provided to General Government and GRU under the Contract monthly, quarterly and on an annual basis. Reporting will be separated by GRU and City of Gainesville General Government, with these reports directed to the Human Resources Director and the Purchasing contact for each agency.

General Government:

Lisa Jefferson, Human Resources Director: jeffersonl@cityofgainesville.org
Gayle Dykeman, Procurement Specialist 3, dykemangb@cityofgainesville.org

GRU:

Cheryl McBride, Chief People Officer, mcbridecf@gru.com
Robbin Odowski, Procurement Specialist 3, odowskirr@gru.com

Reports shall include the following metrics:

- a. Employee Name
- b. CITY position title
- c. CITY job code number
- d. Employment Start and End Dates
- e. Name of the CITY staff the person is assigned to
- f. Pay Rate
- g. Bill Rate
- h. Total Number of Employees
- i. Total Amount billed for the reporting period

13.0 WORK LOCATION.

Temporary personnel may be required to work at any CITY facility in the Gainesville area. A map of CITY locations is provided as Exhibit B, addresses of locations can be found in Exhibit A. Other CITY locations not identified are also covered by the Contract. The business address for the position shall be provided at the time of the request.

14.0 CONTRACT POST AWARD ORIENTATION.

After a contract has been awarded and prior any purchase orders being issued, the Contract Administrator will conduct an orientation conference with the Contractor along with representatives of the CITY. The purpose of the orientation conference is to aid all Parties in achieving a clear and mutual understanding of general contract requirements.

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**ATTACHMENT 4
EXHIBITS**

Exhibit A - CITY OF GAINESVILLE AND GRU LOCATION ADDRESSES
Exhibit B - MAP OF CITY LOCATIONS
Exhibit C - PROFESSIONAL SERVICES EVALUATION WORKBOOK
Exhibit D - HISTORICAL DATA OF TEMPORARY SERVICES UTILIZATION

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ATTACHMENT D.1

City of Gainesville
Gainesville Regional Utilities
Contract No. 2009-004

**SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES, AND CAREER CENTER, INC. d/b/a TEMPFORCE
For
TEMPORARY PERSONNEL SERVICES**

THIS SECOND AMENDMENT with an effective date of April 6, 2018, by and between the **CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU")**, a Florida municipal corporation, 301 SE 4th Avenue, Gainesville, Florida 32601, and **CAREER CENTER, INC. d/b/a TEMPFORCE ("CONTRACTOR")**, a Florida corporation, with its office at 4740 NW 39th Avenue, Suite A, Gainesville, Florida 32606, referred to as "**PARTY**" OR "**PARTIES**" respectively.

WHEREAS, the **PARTIES** entered into a contract dated November 20, 2008 for the provision of temporary personnel services on an as needed basis effective through December 31, 2014 ("**INITIAL CONTRACT**"); and

WHEREAS, the **INITIAL CONTRACT** provides for a five-year extension of the contract upon negotiation of the prices and mutual agreement of the **PARTIES**; and

WHEREAS, the **PARTIES** have negotiated terms for a five-year extension of the **INITIAL CONTRACT** through December 31, 2019; and

WHEREAS, the **PARTIES** must comply with the Patient Protection and Affordable Care Act; and

WHEREAS, the **PARTIES** have negotiated additional language to comply with the requirements Patient Protection and Affordable Care Act.

WHEREAS, the **PARTIES** have negotiated language to the **INITIAL CONTRACT** to add Deerhaven Renewables.

NOW THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the **PARTIES** agree as follows:

1. Contractor shall continue to provide temporary personnel services in accordance with the terms and conditions of the Initial Contract.
2. The **CONTRACTOR** agrees to name the Operations and Maintenance Services provider as additional insured with respect to the General Liability Policy.
NAES Corporation
Deerhaven Renewable
11201 NW 13th Street Gainesville, FL 32653
4. All other terms and conditions of the **INITIAL CONTRACT**, except as modified herein, shall remain in full force and effect.

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ATTACHMENT D.1

City of Gainesville
Gainesville Regional Utilities
Contract No. 2009-004

IN WITNESS WHEREOF the PARTIES hereto have executed this First Amendment on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original.

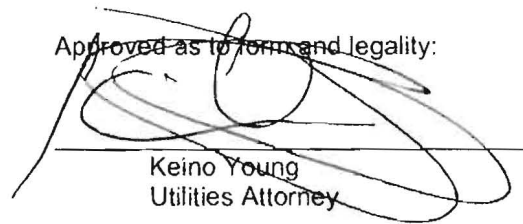
**CAREER CENTER, INC. d/b/a
TEMP FORCE**

By: 
Carolynn Buchanan
Owner/Manager

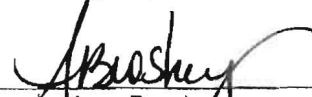
**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

By:  4/17/18
William J. Shepherd
Chief Customer Officer

Approved as to form and legality:


Keino Young
Utilities Attorney

Purchasing Representative:


Amy Broskey
Buyer Analyst

ATTACHMENT D.1

City of Gainesville
Gainesville Regional Utilities
Contract No. 2009-004

FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES, AND CAREER CENTER, INC. d/b/a TEMPFORCE For TEMPORARY PERSONNEL SERVICES

THIS FIRST AMENDMENT with an effective date of January 1, 2015, by and between the **CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU")**, a Florida municipal corporation, 301 SE 4th Avenue, Gainesville, Florida 32601, and **CAREER CENTER, INC. d/b/a TEMPFORCE ("CONTRACTOR")**, a Florida corporation, with its office at 4740 NW 39th Avenue, Suite A, Gainesville, Florida 32606, referred to as "**Party**" OR "**Parties**" respectively.

WHEREAS, the Parties entered into a contract dated November 20, 2008 for the provision of temporary personnel services on an as needed basis effective through December 31, 2014 ("Initial Contract"); and

WHEREAS, the Initial Contract provides for a five-year extension of the contract upon negotiation of the prices and mutual agreement of the Parties; and

WHEREAS, the Parties have negotiated terms for a five-year extension of the Initial Contract through December 31, 2019; and

WHEREAS, the Parties must comply with the Patient Protection and Affordable Care Act; and

WHEREAS, additional language must be added to the Initial Contract to comply with the requirements of the Patient Protection and Affordable Care Act and other changes in the law.

NOW THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

1. Contractor shall continue to provide temporary personnel services in accordance with the terms and conditions of the Initial Contract and the First Amendment thereto (collectively, "Agreement").
2. The Agreement shall be extended through December 31, 2019.
3. Contractor agrees to comply with all provisions of the Patient Protection and Affordable Care Act (the "ACA") applicable to its temporary worker(s) provided to GRU under this Agreement, including the employer shared responsibility provisions relating to the offer of "Minimum Essential Coverage" to "Full-Time Employees" and their "Dependents" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable reporting provisions under Internal Revenue Code Section 6055 and 6056 and related regulations (the "Reporting Requirements").
4. Contractor shall indemnify and hold harmless GRU, its officials, agents, and employees from any suits, actions, damages, liability, expenses, taxes and penalties in connection with any temporary worker(s) provided to GRU under this Agreement, who are Full-Time Employees of Contractor, due to Contractor's failure: (i) to offer to such temporary worker(s) and their Dependents Minimum Essential Coverage; (ii) to pay any taxes or penalties for failure to offer to such temporary workers(s) Minimum Essential Coverage that is "affordable" and provides "minimum value" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations); (iii) to comply with any Reporting Requirements under the ACA, or (iv) otherwise comply with the ACA.
5. The invoice for services provided under this Agreement shall include an additional fee (.29 cents per hour as of 1/1/15) that reflects Contractor's cost of offering and providing coverage

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under the ACA. This additional fee may be adjusted periodically by Contractor upon 30 days written notice to GRU based on actual enrollment and costs. Neither GRU, nor its group health plan, nor any related party shall be liable if Contractor fails to pay benefits due temporary workers under Contractor's plan.

6. Paragraph 1.1 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Personnel. The Contractor shall employ only competent and skilled workers on the Work. Contractor shall perform this contract as an independent contractor. All persons engaged in any of the Work performed pursuant to the contract shall at all times be deemed employees of the Contractor. For Work performed by temporary employees, GRU may provide task-specific instruction and direction, but Contractor shall remain responsible for administrative control of the temporary employees. Neither Contractor, nor anyone employed by it, shall represent, act, or be deemed to be the agent or employee of GRU.
7. Paragraph 5.5 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Responsibility for Damages. Except to the extent caused by GRU's negligence or willful misconduct, or GRU's breach of this Agreement or failure to comply with applicable law, Contractor shall indemnify and hold harmless GRU, its officials, agents, and employees from any suits, actions, damages, liability, and expenses, including reasonable attorney's fees, in connection with any negligence, recklessness, intentional wrongdoing, or violation of law by the Contractor or any persons employed or utilized by Contractor in the performance of this Agreement.
8. Paragraph 5.6 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Enforcement or Litigation Costs. The Contractor shall pay all costs and expenses that may be incurred by GRU (i) in enforcing compliance by the Contractor with the provisions of this Contract, or (ii) in defending any proceeding or suit brought against GRU for violation by the Contractor of any law or ordinance, or (iii) in defending any action or suit for which indemnification is required hereunder. If GRU shall be, or be made, a party to any litigation with respect to any matter arising out of, or related to, this Contract as to which the Contractor is at fault or responsible, as set forth in Paragraph 5.5 of Section Three (General Conditions) of the Initial Contract or Paragraph 7 of this First Amendment, the Contractor shall pay all judgments, decrees and costs, including reasonable attorney's fees, incurred or imposed upon GRU in connection therewith.
9. Paragraph 6.3 of Section Three (General Conditions) of the Initial Contract is amended as follows:
 - a. The second sentence of Paragraph 6.3 is amended to read as follows: GRU shall be an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed, except to the extent caused by the acts or omissions of GRU.
 - b. Paragraph 6.3(a)(vi) is hereby deleted in its entirety.
10. The second sentence of Paragraph 6.4 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Contractor will provide GRU with thirty (30) days written notice prior to cancellation or material change in coverage.
11. Paragraph 3.2 of Section Four (Special Provisions) of the Initial Contract is amended to read as follows: The "Wage Rate" for each job description is listed on the Bid Form shall be determined by GRU based on GRU's job description and the current wage for the position. Revised Wage Rates shall be provided to Contractor prior to the anniversary date of the Contract and shall be made effective January 1st each year. The Wage Rate shall be the wage paid to the temporary worker(s) by Contractor. The Billing Rate shall be adjusted in conjunction with any Wage Rate modification. Contractor shall be responsible for paying any

ATTACHMENT D.1

wages and payroll taxes of any temporary worker(s) provided to GRU under this Agreement. As such, any temporary worker(s) provided to GRU under this Agreement shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment with GRU unless otherwise required by law.

12. Paragraph 2.4 is hereby added to Section Five (Technical Specifications) of the Initial Contract and will read as follows: When making a request for temporary personnel services, GRU agrees to clearly specify the type(s) of position(s) and job duties that it wishes to be staffed. GRU agrees to not make any substantial changes in the temporary personnel's' job duties or risks without prior written agreement by Contractor.
13. Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Agreement, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the staffing services provided under this Agreement.
14. Contractor shall maintain records sufficient to document completion of the scope of services established by the Agreement. These records shall be subject at all reasonable time, upon reasonable advance notice, to review, inspect, copy and audit by persons duly authorized by GRU, at GRU's expense. These records shall be kept for a minimum of three (3) years after termination of the Agreement. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.
15. Florida has a very broad public records law. By entering into this Agreement with GRU, Contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes), as applicable to the services provided by Contractor. In complying with the Florida Public Records Act, Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by GRU in order to perform the service;
 - b. Provide the public with access to public records on the same terms and conditions that GRU would provide the records and at a cost that does not exceed the cost provided by law;
 - c. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to GRU, at no cost, all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to GRU in a format that is compatible with the information technology systems of GRU.

Failure to comply with the Florida Public Records Act, including failure to comply with a public records request, is a breach of this Contract between GRU and Contractor. The City may pursue all remedies for breach of this Contract.

16. All other terms and conditions of the Initial Contract, except as modified herein, shall remain in full force and effect.

[signatures on following page]

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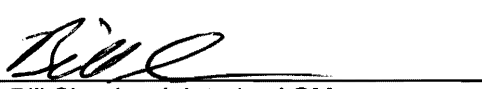
City of Gainesville
Gainesville Regional Utilities
Contract No. 2009-004

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original.


**CAREER CENTER, INC. d/b/a
TEMP FORCE**

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


By: 
Carolyn Buchanan
Owner/Manager

By: 
Bill Shepherd, Interim AGM
Customer Support Services

Approved as to form and legality:


Stephanie M. Marchman
Sr. Assistant City Attorney

GRU Purchasing Representative


Teresa N. Williams
Buyer Analyst

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City of Gainesville, Florida
Gainesville Regional Utilities
Contract No. 2009 - 004

CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES AND
CAREER CENTER, INC. D/B/A TEMPFORCE

Annual Contract for Temporary Personnel Services

THIS CONTRACT, entered into on the 20th day of November, 2008* by and between THE CITY OF GAINESVILLE, a Florida municipal corporation doing business as GAINESVILLE REGIONAL UTILITIES, 301 SE 4th Avenue, Gainesville, FL 32601, ("GRU"), and CAREER CENTER, INC. d/b/a TEMPFORCE, a Florida Corporation, 1236 NW 18th Avenue, Gainesville, Florida 32609 ("Contractor").

WHEREAS, GRU requires temporary personnel services on an as-needed basis; and

WHEREAS, GRU issued an Invitation to Bid No. 2009 - 004 dated October 6, 2008 to establish a Contract for the provision of temporary personnel services; and

WHEREAS, Contractor submitted a bid dated October 17, 2008 to perform the work in accordance with the Invitation to Bid; and

WHEREAS, GRU desires to award this Contract to Contractor for the provision of temporary personnel services.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the parties agree as follows:

1. Contractor shall provide temporary personnel services on an as-needed basis with following enumerated Specifications and Documents, which are attached hereto and by this reference, are incorporated herein.
 - 1.1 GRU's Invitation to Bid No. 2009 - 004 dated October 6, 2008 (Attachment "A").
 - 1.2 Contractor's Proposal, dated October 17, 2008 (Attachment "B").
2. GRU shall pay the Contractor for the faithful performance of this Contract the price as bid by the Contractor. Payment of any amount due on this Contract shall be made upon verified invoice within thirty (30) days of the receipt of the approved invoice.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

CAREER CENTER, INC. d/b/a
TEMPFORCE

BY: Carolynn Buchanan
Carolynn Buchanan
Owner/ Manager

CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES

BY: Kathy E. Viehe
Kathy E. Viehe, AGM
Customer Support Services

Purchasing Representative:
E. Alexander Corvetto
E. Alexander Corvetto
Buyer Analyst

Approved as to form and legality:
Raymond O. Manasco, Jr.
Raymond O. Manasco, Jr.
Utilities Attorney



GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA

Invitation to Bid No. 2009 - 004

Issue Date: October 6, 2008

Bid Opening Date: October 17 2008 at 2:00 p.m.

**ANNUAL CONTRACT FOR TEMPORARY PERSONNEL SERVICES FOR THE
CITY OF GAINESVILLE AND GAINESVILLE REGIONAL UTILITIES**

Purchasing Representative:

E. Alexander Corvetto, Buyer Analyst
Purchasing Division
Phone: (352) 393-1209
Facsimile: (352) 334-2989
e-mail: corvettoea@gru.com

Gainesville Regional Utilities

Physical Address:
301 S.E. 4th Avenue
Gainesville, FL 32601


GAINESVILLE REGIONAL UTILITIES
**CITY OF GAINESVILLE, FLORIDA
INVITATION TO BID NO. 2009 - 004**

ISSUE DATE: October 6, 2008

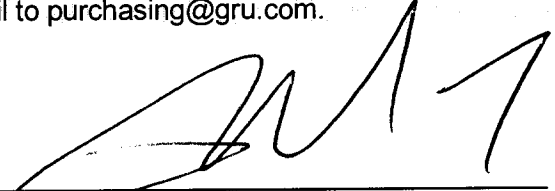
PROJECT: Annual Contract for Temporary Personnel Services

BID OPENING DATE: October 17, 2008 at 2:00 p.m.

Sealed bids will be received by the City of Gainesville, Florida, at Utilities Purchasing until 2:00 p.m., local time, on the bid opening 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 ten (10) days after bid opening, whichever is earlier. Bid prices may be read at the public bid opening, at the sole discretion of Utilities Purchasing. **Bids must be in the possession of Utilities Purchasing prior to bid call at 2:00 p.m. on the bid date.** Possession is defined as being physically received in Utilities Purchasing at the GRU Administration Building, 301 S.E. 4th Avenue, 3rd Floor, Gainesville Florida 32601. **The time clock located in Utilities Purchasing will be the official time for bid call. ANY BID RECEIVED AFTER THE BID CALL WILL NOT BE CONSIDERED.** Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. Bids must be completed and signed in ink in space(s) provided on the enclosed Bid form(s) and submitted in duplicate or bid will be subject to rejection. Bids may be submitted by facsimile or e-mail for certain Invitations to Bid. The Special Provisions will indicate whether a facsimile or e-mail bid will be accepted in response to the Invitation to Bid. (See Section 6.2 of the Instructions to Bidders for further details.)

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 may protest in writing to Utilities Purchasing 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 responsible bidder whose bid is determined by the City to be in its best interest. Notice of intended award shall be posted in Utilities Purchasing. Protests in respect to intended award must be filed within three calendar days of posting for purchases which do not require prior approval of the City Commission and within seven calendar days for purchases which require prior approval of the City Commission. It is the bidder's responsibility to be informed of the intended award and specific protest procedures.

Further information may be obtained by calling Utilities Purchasing at (352) 393-1240, during normal office hours, by faxing to (352) 334-2989 or by e-mail to purchasing@gru.com.



E. Alexander Corvetto, Buyer Analyst
Utilities Purchasing
(352) 393-1209

SECTION ONE

BID FORM

TO: City of Gainesville/Gainesville Regional Utilities
P.O. Box 147117, Mail Station A-130
Gainesville, Florida 32614-7117

PROJECT: Annual Contract for Temporary Personnel Services

PURCHASING REPRESENTATIVE (to be contacted for additional information on this Bid):

E. Alexander Corvetto, Buyer Analyst (352) 393-1209

BIDDER:

BIDDER'S ADDRESS:

DATE:

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

(Name) Telephone number:

Fax number:

1.0 BIDDER'S CERTIFICATION.

1.1 In submitting this Bid, Bidder represents that:

a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____

b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner affect cost, progress, performance or furnishing of the Work.

1.2 BIDDER CERTIFIES (Check as Applicable):

_____ Bidder is a Minority Business Enterprise (as defined in §288.703(2), Florida Statutes), who is:

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Invitation to Bid No. 2009 - 004
City of Gainesville
Gainesville Regional Utilities

State Certified _____ Federally Certified _____ Woman-Owned _____

_____ Bidder is a Small Business Enterprise, defined as an independently owned and operated business concern that employs 200 or fewer permanent full-time employees, and that, with its affiliates, has a net worth of not more than \$5,000,000 (meeting all of the requirements of §288.703(1), *Florida Statutes*).

_____ Bid includes subcontracts which are Small Businesses and/or Minority Business and bidder agrees to supply a breakdown of the amounts paid to such enterprises upon submission of final pay request

_____ Bidder has implemented a drug-free workplace program which meets the guidelines of §287.087, *Florida Statutes*.

2.0 BIDDER ACKNOWLEDGES THAT:

_____ Bid is in full compliance with the Specifications

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

3.0 TAXES. The sums 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.

4.0 BID PRICES. The undersigned hereby proposes and agrees, if this bid is accepted, to perform the services of temporary personnel in the job classifications below, in accordance with the attached bid specifications for the billing rates listed below.

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 City of Gainesville
 Gainesville Regional Utilities

The "Wage Rate \$/Hour equals 85% of the current, comparable regular General Government/GRU employee wage, and will be revised annually equal to the change in the regular employee wage. The Wage Rate \$/Hour times the All-inclusive Multiplier equals the Billing Rate.

	<u>Job Classification</u>	<u>Wage Rate \$/Hour</u>	<u>All-Inclusive Multiplier</u>	<u>Billing Rate</u>
1.	Account Clerk	\$11.44	_____	\$ _____
2.	Computer Assistant	\$13.59	_____	\$ _____
3.	Computer Programmer	\$14.81	_____	\$ _____
4.	Customer Service Rep.	\$10.49	_____	\$ _____
5.	Data Base Administrator	\$23.79	_____	\$ _____
6.	Drafter/Graphics	\$16.15	_____	\$ _____
7.	Housing Specialist	\$16.15	_____	\$ _____
8.	Human Resources Tech.	\$11.44	_____	\$ _____
9.	Instructor	\$14.81	_____	\$ _____
10.	Laborer (Skilled)	\$10.49	_____	\$ _____
11.	Laborer (Semi-Skilled)	\$9.83	_____	\$ _____
12.	Laborer (Unskilled)	\$8.43	_____	\$ _____
13.	Meter Reader	\$9.83	_____	\$ _____
14.	Programmer/Analyst	\$17.87	_____	\$ _____
15.	Recreation Aide	\$8.43	_____	\$ _____
16.	Support Specialist	\$16.15	_____	\$ _____
17.	Support Staff	\$9.10	_____	\$ _____
18.	Support Staff I	\$10.03	_____	\$ _____
19.	Support Staff II	\$13.59	_____	\$ _____
20.	Systems Analyst	\$23.79	_____	\$ _____

Multiplier for other Job Classifications not listed _____

Additional Pricing Information:

Check "yes" or "no" to indicate if the costs of the following tests are included in the Billing Rate as bid. If "no" is checked, please indicate the cost per test. City staff will request such tests as required by the job requirements.

Health Assessment Test

Included in the Billing Rate?

Yes _____ No _____ If No, \$ _____ /per test

Drug Screening Test

Included in the Billing Rate?

Yes _____ No _____ If No, \$ _____ /per test

Criminal Background Check

Included in the Billing Rate?

Yes _____ No _____ If No, \$ _____ /per test

Credit Record Check

Included in the Billing Rate?

Yes _____ No _____ If No, \$ _____ /per test

_____ **Bid Submittals attached (see Item 12 of the Special Provisions)**

(SEAL)

[Individual, partnership, or company name, address and State of incorporation, as applicable]

BY: _____

Signature

Typed Name: _____

Title: _____

[If bidder is other than an individual (i.e., company, partnership, or corporation), include authorization for the above individual to sign on behalf of the proposer.]

SECTION TWO

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS.

- 1.1 Authorized Representative: Any representative of the City, whether or not a City or GRU 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 Utilities Purchasing Manager.
- 1.2 Bid Date: The date the bid(s) will be opened by Utilities Purchasing which is established by this Invitation to Bid, or as modified by addenda, if any.
- 1.3 Bidder: Any person, firm, corporation, organization or agency submitting a bid for the work proposed or his duly authorized representative.
- 1.4 Contract: The contract, agreement or purchase order executed by GRU and the Contractor for the performance of the work. The Contract shall incorporate the provisions of the Invitation to Bid.
- 1.5 Contract Price: The amount stated in the Contract plus or minus any additions or deductions contained in any contract amendment or change order.
- 1.6 Contractor or Vendor: The person, firm, corporation, organization or agency, or its duly authorized representative, with whom the GRU has a Contract for performance of the work or supply of equipment or materials.
- 1.7 GRU: City of Gainesville, d.b.a., Gainesville Regional Utilities, Florida, acting by and through its representatives. Gainesville Regional Utilities may also be referred to herein as "Owner."
- 1.8 Invitation to Bid ("ITB"): Directions, provisions, and requirements contained in the ITB, i.e., Instructions to Bidders, General Conditions, Special Provisions, Technical Specifications (if any) including any drawings and/or plans, Bid Form and Bonds, if applicable.
- 1.9 Responsible Bidder: To be responsible, the bidder shall have the capacity in all respects to fully perform the contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, proposed subcontractors, suppliers and other persons and organizations proposed by the bidder to perform the furnish the Work, and credit which will assure good faith performance. Responsibility shall be determined solely by GRU. GRU reserves the right to make such investigation as it deems necessary to make this determination. Such information may include, but shall not be limited to: current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.
- 1.10 Responsive Bidder: To be responsive, bidder must submit a bid which conforms in all material respects to the requirements set forth in this ITB, as determined solely by GRU.

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City of Gainesville
Gainesville Regional Utilities

- 1.11 **Subcontractor:** Any person, firm or corporation other than the Contractor supplying labor or materials for work being performed under the Contract.
- 1.12 **Successful Bidder:** The lowest, qualified, responsible and responsive Bidder to whom GRU makes an award.
- 1.13 **Work:** Any work, services, materials, parts or equipment furnished under and made a part of the Contract, including items not specifically indicated or described which are reasonably considered in good practice as being essential to completing the requirements of the Contract.
- 1.14 **Minority Business Enterprise:** A business that is at least 51% owned by a minority person. A minority is defined as a lawful permanent resident of Florida who is (a) African-American, (b) Asian-American, (c) Hispanic-American, (d) Native-American, or (e) American women, or has been certified as a Minority Business Enterprise by any federal agency or under criteria established by Purchasing Division programs.
- 1.15 **Small Business Enterprise:** An independently owned and operated business concern that employs 200 or fewer permanent full-time employees, and that, with its affiliates, has a net worth of not more than \$5,000,000

2.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

- 2.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the ITB thoroughly, (b) if applicable, visit the site to become familiar with local conditions that may affect the cost, progress, performance of furnishing the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the ITB, and (e) notify the Purchasing Representative of all conflicts, errors or discrepancies in the ITB.
- 2.2 In the event that there is any conflict between the terms and conditions contained in the ITB, the precedence shall be the Contract or ITB, as amended or modified, interpreted as a whole, as applicable, and then as follows:
 - a. addenda or modifications of any nature, if any
 - b. technical specifications, if any
 - c. special provisions
 - d. general conditions
 - e. instructions to bidders
 - f. contract
 - g. bid form
- 2.3 A vendor who is aggrieved in connection with the specifications of this bid may protest in writing to Utilities Purchasing prior to bid call.

3.0 INTERPRETATIONS AND ADDENDA.

- 3.1 All questions about the meaning or intent of the ITB are to be directed to the Purchasing Representative who has signed the ITB. Interpretations or clarifications considered necessary

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Gainesville Regional Utilities

in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the ITB. Questions received less than two (2) days prior to the closing date may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.2 Addenda may also be issued to modify the ITB as deemed advisable by the Purchasing Representative.

3.3 Addenda issued by GRU prior to the opening date shall be binding as if written into the ITB. Bidder is required to acknowledge receipt of the same as indicated on the Bid Form.

4.0 PREPARATION OF BIDS.

4.1 The Bid Form is included in the ITB; additional copies may be obtained from the Purchasing Representative.

4.2 All blanks on the Bid Form must be completed in ink or by typewriter.

4.3 A bid by corporations must be executed in the corporate name by the president, a vice-president, or other corporate representative accompanied by evidence satisfactory to GRU of such person's authority to sign. The corporate address and state of incorporation must be shown below the signature.

4.4 A bid by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

4.5 All names must be typed or printed below the signature.

4.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

4.7 Unless stated otherwise, Bidder(s) must submit a Bid for all items listed on the Bid Form.

4.8 Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to GRU that any Bidder is interested in more than one bid all bids in which such Bidder has interest shall be rejected.

4.9 Responses to this Invitation to Bid upon receipt by GRU become public records subject to the provisions of Chapter 119, *Florida Statutes*, Florida's Public Records Law. Should the Bidder feel that any portion or all of its response is exempt from the Florida Public Records Law, its response should clearly assert such exemption and the specific legal authority for the asserted exemption. All material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the bid number marked on the outside. Please be aware that the designation of an item as a "trade secret" by the Bidder may be challenged in court by any person. In designating material in a bid as "trade secret," the Bidder agrees to hold the City harmless

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City of Gainesville
Gainesville Regional Utilities

from any award to a plaintiff of damages, costs, or attorneys' fees incurred by the City by reason of any legal action challenging the Bidder's trade secrets claim.

- 4.10 Responses to this Invitation to Bid will be available for inspection after such time as an award is recommended or within ten (10) days after the bid date, whichever is earlier.
- 4.11 The Bidder, by affixing the authorized signature to the Bid Form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between bidders.
- 4.12 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.]

5.0 DEVIATIONS FROM SPECIFICATIONS.

- 5.1 Any deviation from this ITB must be explained in detail. Otherwise, it will be considered that items offered are in strict compliance with the ITB and the Successful Bidder will be held responsible for meeting all of the specifications of the ITB. Deviations must be explained on separate sheets attached to the bid labeled "Clarifications and Exceptions" and each must be itemized by number and must refer to the applicable specification paragraph and page.
- 5.2 Bidder is expected to fully inform himself as to the requirements of the Specifications and failure to do so will be at his own risk. Bidder shall not expect to secure relief on the plea of error.
- 5.3 GRU reserves the right to waive clarifications and exceptions in awarding the bid in the best interest of GRU.

6.0 SUBMISSION OF BID.

- 6.1 The bid shall be submitted in duplicate on the prescribed Bid Form at the time and place indicated on the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Bid Name and name and address of the Bidder and accompanied by the security and other required documents, when applicable. A bid not meeting this requirement may be deemed non-responsive.
- 6.2 If the Special Provisions indicate submission of the bid by e-mail or facsimile is permitted, the bid form and any other required documentation must be received by bid call. Originals of the signed bid form and any required documentation must be received by Utilities Purchasing within two business days of the bid date. If the originals are not received by Utilities Purchasing within two business days, the bid may be deemed non-responsive. If the bid is submitted by facsimile, the transmission must be completed by bid call.

7.0 MODIFICATION AND WITHDRAWAL OF BIDS.

- 7.1 The bid may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and physically received by Utilities Purchasing any time prior to bid call.
- 7.2 After the bid date, corrections in the bid shall be permitted: 1) only to the extent that the bidder can show by clear and convincing evidence a mistake of a nonjudgmental character was made; 2) the nature of the mistake is evident; and 3) the bid price intended is evident. After the bid date, no changes in bid prices or other provisions of the bid prejudicial to the interest of GRU or fair competition shall be permitted. In lieu of bid correction, an apparent low bidder alleging a material mistake of fact may be permitted to withdraw its bid, at the option of GRU if: (a) the mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident; or, (b) the bidder submits evidence which clearly and convincingly demonstrates that a good faith mistake (without negligence of the bidder) was made.

8.0 COSTS IN DEVELOPMENT OF BID. Costs for developing a response to this ITB are entirely the obligation of the Bidder and shall not be charged in any manner to GRU.

9.0 NON-SUBMITTAL OF BID. In the event a vendor elects to not submit a bid, please return the "Statement of No Bid" or advise Utilities Purchasing at (352) 334-3400, Ext. 1240, of your decision and reason for not submitting a bid by the stated bid date. Failure to respond may cause removal of the vendor from the bid list.

10.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.

- 10.1 Pursuant to §287.133(2)(a), *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- 10.2 Bidder shall be responsible for any violation of the current policies regarding debarment/suspension/termination which have been issued by the Utilities Purchasing Division. A copy of these policies is attached to this ITB.
- 10.3 Rejection of Bids, Termination of Contract.
- a. A previously solicited and/or accepted bid 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 the City discovers, after a contract is awarded and performance has begun, that the Bidder or its affiliates have committed any act subsequent to or prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or

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acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

11.0 SALES TAX. The bid should include Florida sales taxes on items required by the Bidder to manufacture or supply the items needed to perform the work, but should not include Florida sales taxes on the bid price for equipment, materials or services to be provided to GRU. The City of Gainesville, d.b.a. Gainesville Regional Utilities, is exempt from Florida sales taxes for certain purchases and will provide a tax-exempt certificate upon request.

12.0 BID SECURITY AND BOND(S).

12.1 If bid security is required in the Special Provisions, each bid must be accompanied by a cashier's check, certified check or bid bond in the form attached payable to the City of Gainesville, d.b.a., Gainesville Regional Utilities, in the amount of five percent (5%) of the bid submitted. Bid security will be forfeited if the Successful Bidder fails to execute a contract with GRU substantially including the terms herein or to accept issuance of a purchase order with fifteen (15) days after notification of award of the Contract.

12.2 If a performance bond is required in the Special Provisions, the Contractor shall furnish a performance bond in the form attached in an amount of 100% of the lump sum amount of the bid as security for the full and complete performance of the Contract and for the payment of all persons performing labor, furnishing materials or furnishing equipment in connection with the Contract.

12.3 If either bid security or a performance bond is required in the Special Provisions of this ITB, the surety or sureties shall be a company or companies satisfactory to GRU. Any surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein. The requirement of a Florida resident agent may be waived by GRU if evidence satisfactory to GRU is provided that applicable requirements have been met to permit service of process on a State office under Florida law.

13.0 BID.

13.1 All discounts shall be stated as a part of the bid and shall be fully explained. The Special Provisions will state if prompt payment discounts are to be considered in the award of the bid.

13.2 Only firm bids will be considered.

13.3 Late payment penalties, if any, shall be listed as clarifications and exceptions and shall not be included as part of the bid.

13.4 The price shall be determined by the price stated on the bid form. GRU shall not be responsible for any additional charges not accepted by GRU, and any invoicing at variance with this provision shall be grounds for cancellation of the Contract at the option of GRU.

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- 14.0 ERRORS.** The Bidder shall read this ITB fully and be informed as to its requirements. Failure to do so will be at Bidder's own risk. A Bidder shall not be relieved of a requirement of this ITB on the plea of error.
- 15.0 LOBBYING.**
- 15.1 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.
- 15.2 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 purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.
- 15.3 The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Gainesville purchasing division and the time City officials and employees award 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.

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CITY OF GAINESVILLE
GAINESVILLE REGIONAL UTILITIES
PURCHASING DIVISION

DEBARMENT/SUSPENSION/TERMINATION

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

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

REJECTION OF BIDS/TERMINATION OF CONTRACT

Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.

If the City discovers, after a contract is awarded and performance has begun, that the bidder or its affiliates have committed any subsequent to or 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.

Revised 10/06/86

disbarment.att

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STATEMENT OF NO BID

TO: City of Gainesville/Gainesville Regional Utilities
P. O. Box 147117, Mail Station A-130
Gainesville, Florida 32614-7117
Fax: (352) 334-2989

PROJECT: Annual Contract for Temporary Personnel Services

VENDOR: _____

VENDOR'S ADDRESS: _____

DATE: _____

VENDOR'S REPRESENTATIVE:

(Name) Telephone number: _____
Fax number: _____

The above Vendor declines to submit a bid on the referenced bid for the following reason(s):

- No longer offers the service or product in this type of bid and requests to be removed from the vendor's list for this service or product.
- Our schedule will not permit us to perform the work.
- Do not have the time to bid at this time but requests to remain on the vendor's list.
- Insufficient time to respond to the Invitation to Bid
- Unable to meet specifications.
- Unable to meet the insurance requirements.
- Unable to meet the bond requirements.
- Other _____

Remarks: _____

IF A STATEMENT NO-BID IS NOT EXECUTED AND RETURNED, THE VENDOR'S NAME MAY BE DELETED FROM THE LIST OF GAINESVILLE REGIONAL UTILITIES' QUALIFIED VENDORS FOR THIS SERVICE OR PRODUCT.

SECTION THREE

GENERAL CONDITIONS

1.0 CONDUCT OF THE WORK.

- 1.1 Personnel. The Contractor shall employ only competent and skilled workers on the Work. Contractor shall perform this contract as an independent contractor. All persons engaged in any of the Work performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. Neither Contractor, nor anyone employed by it, shall represent, act, or be deemed to be the agent or employee of GRU.
- 1.2 Warranty of Service. Contractor warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with that standard of care and skill ordinarily exercised by members of the profession or vocation doing similar work.
- 1.3 Noninfringement. Contractor warrants that any work product or other material furnished to GRU does not infringe on any third party rights in any US patent, copyright, trademark or trade secret.
- 1.4 Extra work. Without invalidating the Contract, GRU may, at any time, by written order and without preliminary notice to the surety, order extra work within the general scope or alter the work by addition or reduction, and the contract price will be adjusted accordingly.

2.0 CANCELLATION.

- 2.1 If the term of the Contract resulting from this bid continues beyond the current fiscal year and funds for such Contract are not approved during a subsequent fiscal year, GRU reserves the right to terminate such Contract without cause upon thirty (30) days written notice to Contractor.
- 2.2 GRU reserves the right to cancel any Contract arising out of an award under this ITB if, in its opinion, there is any failure to adequately perform the requirements of this ITB. Under these conditions, cancellation will be effective immediately upon written notification to the Contractor and such cancellation will relieve GRU from any obligation to purchase any items under such Contract.

3.0 CONTRACT PRICE.

- 3.1 Price. GRU shall pay the Contractor for the work at the price[s] stated on the Contract. No additional payment shall be made to the Contractor except for additional work or materials

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as stated on a valid change order issued by GRU prior to the performance of the work or delivery of materials.

- 3.2 Final Payment/Acceptance. The acceptance by the Contractor of final payment due on termination of the Contract, shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against GRU under the provisions of the Contract.
- 4.0 **TIME OF COMPLETION.** Time is of the essence for the completion of all work under the resulting Contract. The work shall be completed within the time frame provided on the Bid Form.
- 5.0 **RESPONSIBILITIES OF THE CONTRACTOR.**
- 5.1 Performance. The Contractor shall perform all the Work promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. The Contractor in doing the work shall have the freedom to perform the authorized work by such means and in such a manner as it may choose within the limits of these Specifications.
- 5.2 Materials, Services and Facilities. The Contractor shall provide and pay for all labor, tools, equipment, transportation and materials and these shall be of a high quality in every respect. The Contractor's employees shall be as clean and as in good appearance as the job conditions permit and shall conduct themselves in an industrious and courteous manner. Modern tools kept in good working order shall be utilized. Adequate first aid supplies shall be provided by the Contractor and shall be accessible to the employees.
- 5.3 Subcontractors.
- a. The Special Provisions section of the specifications will indicate whether or not subcontractors are allowed. If subcontractors are allowed, the Contractor may utilize service or specialty Subcontractors on those parts of the work which under normal contracting practices are performed by specialty Subcontractors. If Subcontractors are to be used, the following provisions shall apply.
 - b. The Contractor shall notify GRU in writing of any subcontract that is to be utilized and no Subcontractor shall be employed without the written approval of GRU.
 - c. The Contractor shall be as fully responsible to GRU for acts and omissions of persons directly or indirectly employed by it as it is for the acts and omissions of persons strictly employed by him.
 - d. Nothing contained in this Contract shall create any kind of contractual relationship between the Subcontractor and GRU.

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- e. GRU of Gainesville strongly encourages participation in this project by minority and small business subcontractors. The successful bidder will be requested to provide information on anticipated participation of MBES and SBES prior to commencement and actual participation, in terms of dollars, prior to closeout of the project.
- 5.4 Compliance with Laws and Regulations. All City, County, State and Federal laws, regulations or ordinances must be strictly observed. Contractors shall be responsible for all practical and legal notices and signals to the public while the work is in progress and shall take precautions that may be necessary to protect life and property.
- 5.5 Responsibility for Damages. The Contractor shall indemnify and hold harmless GRU and its elected and appointed officials from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.
- 5.6 Enforcement or Litigation Costs. The Contractor shall pay all costs and expenses that may be incurred by GRU (i) in enforcing compliance by the Contractor with the provisions of this Contract, or (ii) in defending any proceeding or suit brought against GRU for violation by the Contractor of any law or ordinance, or (iii) in defending any action or suit for which indemnification is required hereunder. If GRU shall be, or be made, a party to any litigation with respect to any matter arising out of, or related to, this Contract as to which the Contractor is at fault or responsible, the Contractor shall pay all judgments, decrees and costs, including reasonable attorney's fees, incurred by or imposed upon GRU in connection therewith.
- 6.0 INSURANCE.**
- 6.1 Contractor's and Subcontractor's Insurance. The Contractor shall not commence work until he has obtained all the insurance required under this section and until such insurance has been approved by GRU nor shall the Contractor allow any Subcontractor to commence work until the Subcontractor has obtained the insurance required for a Contractor herein and such insurance has been approved unless the Subcontractor's work is covered by the protections afforded by the Contractor's insurance.
- 6.2 Workman's Compensation Insurance. The Contractor shall procure and maintain workers' compensation insurance to the extent required by law for all its employees to be engaged in work under this Contract. In case any employees are to be engaged in hazardous work under this Contract and are not protected under the workers' compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- 6.3 Public Liability Insurance. If Insurance is required in the Special Provisions of the specifications, the Contractor shall procure and shall maintain broad form comprehensive general liability insurance and comprehensive automobile liability insurance with coverage amounts as listed in the Special Provisions section. GRU shall be an additional insured on

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this insurance with respect to all claims arising out of the operations or work to be performed.

- a. Comprehensive General (Public) Liability (other than automobile)
 - i. Premises/Operations
 - ii. Independent Contractors
 - iii. Products/Completed Operations
 - iv. Personal Injury
 - v. Contractual Liability
 - vi. Explosion, collapse and underground property damage
- b. Automobile Bodily Injury/ Automobile Property Damage Liability
 - i. City/Leased Automobiles
 - ii. Non-Owned Automobiles
 - iii. Hired Automobiles

- 6.4 **Proof of Carriage of Insurance.** The Contractor shall furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required. Such certificate or an endorsement provided by the Contractor must state that GRU will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement naming GRU as Additional Insured must accompany the certificate of insurance.
- 7.0 **PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to its performance of the work.
- 8.0 **ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or subcontract in whole or in part its rights or obligation under this Contract or any monies due or to become due thereunder without the written consent of GRU.
- 9.0 **LIENS.** Before the final acceptance of the work and payment by GRU, the Contractor shall furnish to GRU proper satisfactory evidence, under oath, that all claims for labor and materials employed or used in the construction of said work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to the Contractor under this Contract until the liability shall be fully discharged.
- 10.0 **DEFECTIVE WORK AND MATERIALS.**
- 10.1 All materials furnished or work done, when not in accordance with the intent of these Specifications, shall be rejected and shall be removed immediately and replaced by suitable and satisfactory work and materials at no further cost to GRU. Failure to reject any defective work or materials will not prevent later rejection when such a defect is discovered

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and shall not relieve the Contractor of his obligation to fulfill his Contract even though such work and materials have been previously inspected by GRU and accepted; and it shall not obligate GRU to final acceptance nor shall it prevent GRU at any time subsequent from recovering damages from work actually shown to be defective.

10.2 If the Contractor fails to remove any defective work or materials, GRU shall have the right to stop work and remedy the cause at the expense of the Contractor.

10.3 If GRU deems it expedient to accept minor imperfect work, GRU shall have the right to retain such work and an equitable deduction shall be made in the Contract price.

11.0 TERMINATION / DEFAULT.

11.1 If the Contractor shall be adjudged as bankrupt, or if he should make a general assignment for the benefit of its creditor(s), or if a receiver shall be appointed for the Contractor, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if it should refuse or fail to make payment to persons supplying labor or materials for the work under the Contract, or it persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) days' prior written notice to the Contractor of its intent to terminate and such default shall continue unremedied for a period of ten (10) days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the work; and GRU may take possession of and utilize in completing the work such materials, appliances, equipment as may be on the site of the work and necessary therefore. The Contractor shall be liable to GRU for any damages resulting from such default.

11.2 Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by GRU that the bidder or its affiliates have committed any act which would have been cause for debarment.

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

11.4 GRU reserves the right to terminate this Contract without cause upon thirty (30) days written notice to Contractor.

12.0 DELAY.

12.1 Notwithstanding the completion schedule, GRU shall have the right to delay performance for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the performance schedule shall be extended for a period equivalent to the time

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lost by reason of GRU's delay. Such extension of time shall be the Contractor's sole and exclusive remedy for such delay.

- 12.2 If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either GRU or Contractor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by GRU, within its control, Contractor's sole and exclusive remedy under the contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the contract plus Contractor's lost profit in respect to the equipment or materials procured, manufactured or kept for GRU under the Contract. None of the aforementioned costs shall be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Contractor shall not be entitled to make any other claim, whether in breach of contract or in tort for damages resulting in such delay.
- 12.3 If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either GRU or the Contractor then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.
- 12.4 GRU reserves the right to terminate this Contract without cause upon thirty (30) days written notice to Contractor.

13.0 WARRANTY/GUARANTEE.

- 13.1 Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all work will be of good quality and free from defects and in accordance with the Specifications.
- 13.2 Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the warranty period stated in the Special Provisions section of the specifications.
- 13.3 No provision contained in these Specifications shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with law.
- 13.4 No provision contained in these Specifications shall be held to limit the terms and conditions of the manufacturer's warranty and Contractor shall secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible.

14.0 PAYMENT.

- 14.1 Invoicing. The Contractor shall be responsible for invoicing the City for work performed. The Contractor shall submit invoices for General Government and GRU separately. Invoices shall be directed to the following Accounts Payable Departments:

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General Government / City of Gainesville

Accounts Payable
P.O. Box 490, Station 15
Gainesville, FL 32602

Gainesville Regional Utilities

Accounts Payable
P.O. Box 147117, Station A - 105
Gainesville, FL 32614-7117

- 14.2 **Required Information.** The Contractor's invoices must include the following information: the correct job number, the work location, engineer, job start date, and job completion date. Most of this information can be obtained directly from the Contractor Summary Package as prepared by the Engineer. Invoices for completed work must be submitted no later than thirty (30) days from the completion date of the work. Invoices for partially completed work will be allowed by exception only and at GRU's discretion. All partial invoices must be clearly identified as such on the face of the invoice.
- 14.3 **Payment.** Payment will be due to the Contractor thirty (30) days after receipt of the invoice, provided, however, that the Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by GRU due to failure by the Contractor to comply with these Specifications or because unacceptable equipment or materials were delivered as determined by GRU's inspection. GRU shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.
- 14.4 **Claim for Extra Payment.** If the Contractor claims that any instruction or change issued by GRU involves extra cost, it shall so notify GRU in writing within ten (10) days after receipt of such instruction and in any event secure approval before proceeding to execute the work.
- 15.0 NOTICES.**
- 15.1 Notices to the Contractor pursuant to these Specifications shall be deemed to have been properly sent when mailed to the Contractor at the address provided on the Bid Forms.
- 15.2 Notices to GRU shall be deemed to have been properly sent when mailed to Utilities Purchasing, Gainesville Regional Utilities, P.O. Box 147117, Station A130, Gainesville, Florida 32614-7117.
- 16.0 DISPUTES.** Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the General Manager or his designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute preceding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The General Manager or his designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties.

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Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of GRU.

- 17.0 SOVEREIGN IMMUNITY.** Nothing in this document shall be interpreted to waive the City's sovereign immunity.
- 18.0 GOVERNING LAW.** Any resulting transaction hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflict of laws. Venue for all disputes shall be in Alachua County, Florida.

SECTION FOUR

SPECIAL PROVISIONS

- 1.0 SCOPE.** These Special Provisions amend or supplement the Invitation to Bid and General Conditions as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Special Provisions.
- 2.0 AUTHORIZED REPRESENTATIVES.** The Purchasing Representative for this Project is E. Alexander Corvetto. Questions regarding this Invitation to Bid and the administration of the resulting contract should be directed to Mr. Corvetto at (352) 393-1209 or via facsimile at (352) 334-2989.
- 3.0 DESCRIPTION OF WORK.**
 - 3.1 A contract for temporary personnel services is required on an as needed basis for various departments within the City of Gainesville’s General Government and Gainesville Regional Utilities departments.
 - 3.2 The “Wage Rate” for each job description as listed on the Bid Form shall be determined by the City based on the City’s job description and the current wage for the position. Revised Wage Rates shall be provided to the Contractor prior to the anniversary date of the Contract and shall be made effective January 1st each year. The Wage Rate shall be the wage paid to the temporary employee. The Billing Rate shall be adjusted in conjunction with any Wage Rate modification.
 - 3.3 Historical data of temporary services provided in this solicitation are provided solely for the guidance of bidders in establishing a possible estimate of the volume to be expected. Data provided shall in no way be binding as to an exact quantity or value of the contract. Neither shall the historical data be interpreted as a guaranteed minimum or maximum.
- 4.0 HISTORICAL USAGE.** The following historical data is provided for informational purposes only to assist potential bidders in the preparation of bids. The data should not be interpreted as any guarantee of future requirements.

	<u>General Government</u>	<u>GRU</u>
Total expenditures for FY 2007		
(12 months)	\$319,444	\$207,979

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Invitation to Bid No. 2009 - 004
City of Gainesville
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Job Classification **Total number of hours required over the past three years of the contract (General Government & GRU combined)**

Account Clerk	5,402
Computer Assistant	1,168
Computer Programmer	341
Customer Service Rep.	5,987
Drafter/Graphics	372
Human Resources Tech.	2,764
Laborer (all)	54,876
Programmer/Analyst	588
Support Staff (all)	47,126

The following positions did not have requirements during the last three years but are typical positions that may be required under the contract in the future.

Housing Specialist
Recreation Aide
Research Assistant
Systems Analyst

Note: Other job classifications not listed above will be requested on an as-needed basis and approved by the City's Human Resource Department.

5.0 TERMS OF AWARD.

- 5.1 Award will be made to the lowest, responsive, responsible bidder based on cost of annual maintenance.
- 5.2 GRU reserves the right to award the Contract to other than the lowest bidder for such reasons as delivery and/or performance times and utilization of minority or small business contractors or subcontractors.
- 5.3 GRU reserves the right to reject any and all bids, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. Also, GRU reserves the right to reject the bid of any bidder if GRU believes that it would not be in its best interest to make an award to that bidder, whether because the bid is not responsive or the bidder is not responsible, as determined by GRU.
- 5.4 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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Invitation to Bid No. 2009 - 004
City of Gainesville
Gainesville Regional Utilities

- 5.5 If the contract(s) is to be awarded, GRU will give the Successful Bidder(s) a Notice of Award within sixty (60) days after the bid date. All Bids shall remain valid for sixty (60) days from the Bid Date.
- 5.6 When GRU gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all other written Contract Documents attached. Within fifteen (15) days thereafter Contractor shall sign and deliver the required number of counterparts of the Contract and attached documents to GRU with the required Bonds, if applicable. GRU shall deliver one fully signed counterpart to Contractor.
- 5.7 Failure on the part of the successful Bidder to execute a Contract within fifteen (15) days after the notice of acceptance shall be just cause for annulment of award.
- 5.8 GRU may then accept the bid of the next lowest bidder or readvertise the bid. If the bid of the next lowest bidder is accepted, this acceptance shall bind such bidder as though it was the original Successful Bidder.
- 6.0 TERM OF AGREEMENT.**
- 6.1 The term of the Contract shall commence on January 1, 2009 and terminate on December 31, 2014. The contract may be extended for one (1) additional five-year period, upon negotiation of the prices and the mutual agreement of the parties.
- 6.2 Termination without Cause. Either Party may terminate this Agreement with a thirty (30) days' prior written notice to the other Party. Upon receipt or giving of notice of termination, Contractor shall cease work and shall promptly deliver all material used for training to GRU. Within thirty (30) days after delivery of completed work and an invoice therefore, GRU will pay Contractor for all satisfactorily completed work pursuant to the terms hereof. Termination under this paragraph shall not give rise to any claim against GRU, its employees or agents, for damages or for compensation in addition to that provided hereunder.
- 6.3 Termination for Cause. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner the agreed obligations, fail to meet the schedule, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, GRU shall thereupon have the right to terminate this Agreement by giving a ten (10) day written notice to Contractor of the effective date of such termination. If Contractor fails to cure such default within the ten (10) days to the satisfaction of GRU, this Agreement shall then terminate as stated. Upon such termination, Contractor shall be entitled to payment of such amount, to be determined by GRU, to fairly compensate Contractor for the work satisfactorily performed to the termination date; provided, however, that (a) no allowance shall be included for termination expenses, and (b) GRU shall deduct from such amount and from any amount due and payable to Contractor to the termination date.
- 6.4 GRU reserves the right to cancel any Contract arising out of an award under this ITB if, in its opinion, there is any failure to adequately perform the requirements of this ITB. Under these

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conditions, cancellation will be effective immediately upon written notification to the Contractor and such cancellation will relieve GRU from any obligation to purchase any items under such Contract.

6.5 Adjustments to the contract price may be requested by the Contractor at least sixty (60) days prior to the anniversary date of October 1 each year. Any negotiated price change shall become effective on October 1 of that year. The Contractor shall provide documentation for any price increase and the price increase shall not exceed the Consumer Price Index (CPI) "Not Seasonally Adjusted" during the previous twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

7.0 **SUBCONTRACTORS.** Subcontractors are not allowed.

8.0 **SUBMISSION OF BIDS.** Bids via e-mail or facsimile are not acceptable (see item 6.2 of the Instruction to Bidders for further instructions).

9.0 **INSURANCE**

Insurance is required in the amounts stated below:

Commercial General Liability	\$1,000,000 combined single limit for bodily injury and property damage
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
Worker's Compensation	Statutory Limits

10.0 **BONDS.**

10.1 Bid Bonds and Performance Bonds are NOT required.

10.2 A Commercial Blanket Bond **IS** required for any bids that result in a Contract with the City.

11.0 **EXCLUSIVITY.** This is an exclusive contract. The City will purchase all its requirements for this service under this Contract, unless the Contractor is unable to meet all requirements.

12.0 **BID SUBMITTALS.** The Bidder shall provide the following information with the bid submittal. Failure to provide this information may be cause for the bid to be deemed non-responsive.

12.1 A listing of three (3) business references with similar jobs and/or specifications for contracts performed of similar size and nature. Include a contact name and phone number for each reference.

12.2 General information about the business including such information as the business' staff and experience, number of years in temporary personnel service business, location of office(s), applicant screening process, etc.

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Gainesville Regional Utilities

12.3 The business' recruitment policy, practices and philosophy.

13.0 CONTRACT POST-AWARD ORIENTATION.

13.1 After a contract has been awarded, but before any written orders are initiated, the Contract Administrator will conduct an orientation conference with the Contractor and appropriate representatives of the City. The purpose of the orientation conference is to aid both GRU and Contractor personnel in achieving a clear and mutual understanding of general contract requirements.

Contractor shall submit at least three business references with similar jobs and/or specifications.

SECTION FIVE

TECHNICAL SPECIFICATIONS

- 1.0 SCOPE.** The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.
- 2.0 DETAILED DESCRIPTION OF THE WORK.**
- 2.1 The Contractor shall provide temporary personnel services on an as-needed basis for various City of Gainesville and Gainesville Regional Utilities departments.
- 2.2 Descriptions for each job classification within the City are provided for some general categories and standard job classification for possible requirements of temporary personnel (See Attachment 1). 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. If the required job classification is not listed in the Contract based on the experience and skills required, the Contractor shall propose an hourly wage rate for the job classification which will be subject to the approval by the City. The All-Inclusive Multiplier shall be applied to the wage rate to determine the billing rate. Any job classification not already established in the Contract shall be approved the City's Human Resource Department.
- 3.0 TESTING AND TRAINING.**
- 3.1 The Contractor shall be responsible for conducting the following services prior to employment of temporary personnel upon request by the City. The service shall be billed in accordance with the rates stated in the bid, if not included in the billing rate.
- 3.1.1 Health Assessments: At the request of the City, the Contractor shall conduct (or have conducted) health assessments to determine an employee's general state of health and physical ability to perform the job for which the employee is requested.
- 3.1.2 Drug Testing. Drug testing is required for certain job classifications. The Contractor shall be responsible for conducting such drug testing at the request of the City and in accordance with all federal regulations.
- 3.1.3 Criminal Background Check. (as required by job duties)
- 3.1.4 Credit Record Check. (as required by job duties)
- 3.1.5 Motor Vehicle Record Check. (as required by job duties)

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- 3.2 Contractor is responsible for employing temporary personnel which are capable of performing the tasks for which they were requested. The Contractor must train and test employees for proficiency in the job that they will be performing as provided by the job classification (i.e. Office related jobs should have experience with office procedures and use of office equipment and office computer software, etc.). The Contractor shall confirm the validity of all required licenses.
- 3.3 Employee must have the appropriate valid driver's licenses for job classifications requiring the operation of motor vehicles.
- 3.4 All employees must comply with all safety practices of the City as established by the safety training departments and/or the Risk Management Department. The Contractor is responsible for obtaining copies of safety practices from the City of Gainesville Human Resources Department or the appropriate safety training department or Risk Management Department. The Contractor will ensure that all employees are familiar with all safety practices of the City as established by the safety training departments and/or the Risk Management Department.
- 3.5 All testing and training must be fair and non-discriminatory and must follow Labor and Justice Department rules and requirements.
- 3.6 Contractor shall remove promptly, and without cost the City, any temporary personnel deemed incompetent or undesirable by the City.
- 3.7 The City reserves the right to visit the Bidder's office site to observe the testing and training procedures as part of the evaluation of bids received or to evaluate the Contractor's ability to continue to provide the required services.
- 4.0 HIRING OF CONTRACTOR'S EMPLOYEES.** If, after using the Contractor's employees, the City should at any subsequent time put any of these employees on its own payroll, the Contractor waives all rights to and requirements for a payment of a fee reimbursing the Contractor for damage suffered as a result of the loss of the training and advertising invested in that employee.
- 5.0 HOURS OF WORK.**
- 5.1 Temporary personnel supplied by the Contractor shall be required to work normal business hours for the position they are temporarily filling (examples include 4, 6, 8, 10 or 12 hour shifts).
- 5.2 Employees may not exceed forty (40) hours per week without written approval from the Department Head of the requesting department or his or her designee. The Contractor shall be compensated for authorized overtime at a rate not to exceed 1.5 times the wage rate plus the all inclusive multiplier for the particular job classification.
- 6.0 GUIDELINES FOR EMPLOYING TEMPORARY EMPLOYEES.**
- 6.1 Routine Requests for Temporary Employees:

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Invitation to Bid No. 2009 - 004
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- 6.1.1 The Contractor shall send a temporary employee to the job site at the request of City staff. If requested by City staff, the Contractor shall send more than one employee to the department for an interview.
- 6.1.2 A purchase order must be provided to the Contractor for the temporary employee prior to the employee beginning the assignment.
- 6.1.3 Routine assignments shall be for six (6) months or less, unless approved by the appropriate City staff.
- 6.2 Emergency Request for Temporary Employees:
 - 6.2.1 The Contractor shall send a temporary employee to any job site within the City of Gainesville at the verbal request of the Department Supervisor.
 - 6.2.2 Emergency assignments shall not exceed one week.
- 7.0 **REPORTS.** The Contractor shall provide usage reports for personnel provided to General Government and GRU under the Contract on an as-needed basis.
- 8.0 **WORK LOCATION.** Temporary personnel may be required to work at any City or GRU facility in the Gainesville area. A current listing of General Government and GRU Departments and their physical business address is provided as **Attachment 2**. Other City Departments not listed are covered by the Contract. The correct business address shall be provided at the time of the request.

ATTACHMENT 1
SAMPLE JOB DESCRIPTIONS

ATTACHMENT D.1

**CITY OF GAINESVILLE
JOB DESCRIPTION**

TITLE CODE: 3007

ACCOUNT CLERK II

NATURE OF WORK

Processes basic and semi-complex accounting functions, including but not limited to, invoice payment, payroll preparation, financial database and records maintenance and inventory. May perform basic and semi-complex calculating, posting and verifying duties to obtain primary financial data for use in maintaining accounting and/or payroll records. Masters all applicable software, organizational processes and procedures. May be expected, through on-the-job training, to progress to the Account Clerk Senior level.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor or coordinator and receive general supervision commensurate with the level of knowledge and experience. After successfully mastering higher level systems and processes and working with internal customers and external vendors, may be assigned greater responsibilities. Where deemed appropriate and upon recommendation of the supervisor and approval of management, may be reclassified to the Account Clerk Senior level.

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Depending on area of assignment:

Verifies, inputs, and retrieves basic and semi-complex financial data transactions in computer system. Calculates and prepares checks for payments of invoices, utilities, taxes and other payments. Independently analyzes and/or reconciles semi-complex accounts payable, accounts receivable, and/or utility accounting and billing system problems. Through the use of ledgers, journals and/or computers, classifies records and summarizes higher level numerical and financial data to compile and keep financial records. Calculates, prepares and issues bills, invoices, account statements and other financial statements according to established procedures. Complies with organizational, Federal and state policies, procedures and regulations. Performs financial calculations such as amounts due, interest charges, balances and discounts. Prepares bank deposits by compiling data from cashiers, verifying and balancing receipts and sending cash, checks or other forms of payments to banks. Receives, records and banks cash, checks and vouchers. Compiles semi-complex statistical, financial, accounting or auditing reports and tables pertaining to such matters as cash receipts, expenditures, accounts payable and receivable and payroll. Reviews the processing of purchase orders, payment vouchers and expenditure authorizations and payroll for accuracy and compliance with organizational policies and procedures. Establishes and maintains vendor and department financial records. Works with customers and vendors to calculate and make adjustments to customer accounts to correct billing errors. Monitors and processes delinquent accounts. Prepares and maintains inventory, materials and property accounting and tracking records. Prepares and processes payroll information. Tracks work order completion and grant processing. Attends work on a continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

May provide assistance to supervisors, managers or auditors in the analysis and research of financial data and in the preparation of semi-complex and special fiscal reports. Performs other related duties as assigned.

MINIMUM REQUIREMENTS

Graduation from high school or possession of an acceptable equivalency diploma, and three year of experience in sub-professional accounting work; an Associate of Arts degree with at least 12 semester hours of accounting can be substituted for one year of experience; or an equivalent combination of education, training and experience which provides the required knowledge, abilities and skills.

ATTACHMENT D.1

ACCOUNT CLERK II - Page 2
Job Description

TITLE CODE: 3007

LICENSES/CERTIFICATES

A valid State of Florida Driver License is required at all times while employed in this classification.

NOTES

This classification is not exempt from the overtime provisions of the Fair Labor Standards Act and incumbents will be paid at the appropriate rate for all hours actually worked.

The nature of this classification may require occasional work outside normal business hours, including evenings, nights, weekends and holidays during emergencies.

Work in this classification is performed indoors at a desk/workstation requiring extended periods of sitting and operating a computer, and may on occasion require very limited (less than 20 pounds) physical lifting, pushing and pulling to perform essential job functions.

This classification is subject to the provisions of the City of Gainesville Drug Free Workplace Program.

SELECTION FACTORS

Depending on area of assignment:

Typing at a speed acceptable to departmental needs

Knowledge of and ability to process routine and semi-complex payroll, including hours of work and overtime provisions of the Fair Labor Standards Act

Knowledge of and ability to process account billing

Ability to learn and apply more complex principles of accounting rules and regulations

Knowledge of financial operations and bookkeeping principles and standard office terminology, procedures, routines, and equipment

Knowledge of, and ability and willingness to apply, appropriate and applicable accounting principles and procedures, and applications to accounting functions

Knowledge of rules and regulations of keeping accounting records

Knowledge of business English and arithmetic

Ability to skillfully operate computers and relevant software and other business machines

Ability to analyze semi-complex utility accounting, billing system and payroll problems

Ability to make mathematical calculations with reasonable speed and accuracy.

Human Resources Department: _____ Signed original on file in Human Resources _____/

_____ Date

** This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job.

REVISION DATE: 05/21/2004, 07/10/2008.

**CITY OF GAINESVILLE
JOB DESCRIPTION**

TITLE CODE: 4009

COMPUTER PROGRAMMER II

NATURE OF WORK

This is moderately complex technical work developing, implementing, and maintaining programs used in the City's computer systems.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under limited supervision. Work in this class is distinguished from higher classes by its lack of supervisory responsibility and from lower classes by its advanced technical skill.

MINIMUM REQUIREMENTS

Graduation from an accredited four year college or university with major course work in computer science, engineering, math, or related subject, or graduation from an accredited two year college and two years related work experience, or an equivalent combination of training and experience which provide the required knowledge, ability, and skills.

LICENSES/CERTIFICATES

None.

NOTES

Work is sedentary and requires prolonged hours at a computer terminal or personal computer.

Proficiency in three or more of the following areas may be required: structured programming techniques, data base design, DEC/VAX environment, microcomputers, operating systems, or computer networks.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Performs programming and program design tasks including preparation of program design documents, creation and modification of program code, and installation of software packages.

Prepares status reports. Prepares and maintains time records. May prepare project task time estimates.

Creates test databases. Performs system and program testing. Troubleshoots and corrects program and system problems.

May design user interfaces, applying graphic design and creative artistic skills.

Assists in implementation of departmental standards and adherence to these by staff and users.

Follows departmental standards and procedures.

Attends work on continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

Consults with users and other ISD staff on program design. May assist in preparation of Requests for Information and Requests for Proposal.

Prepares program specifications and technical and user documentation to departmental standards.

May specify and maintain data definitions and data base design.

May train users and other personnel on applications.

Performs other related duties as assigned.

COMPUTER PROGRAMMER II - Page 2
Job Description**TITLE CODE: 4009****Selection Factors:**

SELECTION FACTORS

Knowledge of principles and operation of the City's application systems and computer systems, and related technology.

Knowledge of programming and database design techniques.

Knowledge of procedures and techniques in analyzing and testing of programs and systems using programming and control languages and testing aids.

Some knowledge of principles, methods, and practices of public administration.

Ability to report on multiple assignments at varying stages of development, implementation, or operation.

Ability to review and make recommendations on program design and programming in a highly complex operating environment.

Ability to communicate effectively, both orally and in writing.

Ability to assist in preparation of technical specifications.

Ability to assist in development and maintenance of standards for ISD procedures.

Ability to work effectively with elected officials, charter officers, department heads, representatives of other agencies, other city employees, and the general public.

Human Resources Department: Signed original on file in Human Resources /
Date

** This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job.

REVISION DATE: 12/1/94; 9/10/2002.

ATTACHMENT D.1

CITY OF GAINESVILLE
JOB DESCRIPTION

TITLE CODE: 4013

COMPUTER SYSTEMS ANALYST

NATURE OF WORK

This is responsible professional work analyzing computer systems.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under general supervision. Work in this class is distinguished from higher classes by its lack of supervisory responsibility and from lower classes by its administrative duties and advanced technical skills.

MINIMUM REQUIREMENTS

Graduation from an accredited four year college or university with major course work in mathematics, computer and information systems, or systems engineering, and four years experience in information systems design, or an equivalent combination of training and experience which provide the required knowledge, ability, and skills.

LICENSES/CERTIFICATES

None.

NOTES

None.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Analyzes alternative methods and techniques of processing automated and computerized municipal information.
Plans, schedules, and implements programs of data management designed to provide both operations and management information in a responsive and efficient manner.
Conceives, designs, and develops computer programs to improve operations management or provide information.
Performs statistical analysis on collected data to support systems analysis efforts.
Coordinates programs and data processing plans with other government agencies.
Trains and directs programming of personnel and computer operations as required to implement the Integrated Municipal Information System.
May design user interfaces, applying graphic design and creative artistic skills.
Conducts continuing evaluation of the City's data management system to improve cost effectiveness, processing capacity, or information format.
Attends work on a continual and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

May require on-call responsibilities.
May require after-hours and weekend support responsibilities.
May function as a team leader.
May be responsible for enforcing the drug policy, based on physical location and organizational structure.
May be required to supervise employees designed as performing "safety sensitive" functions, for purposes of the Drug Free Workplace Program, depending on job assignment and work location.
May be required to work with, or have access to information or documents pertaining to criminal investigations, especially those dealing with drug-related activity.
Performs other related duties as assigned.

COMPUTER SYSTEMS ANALYST - Page 2
Job Description**TITLE CODE: 4013****Selection Factors:**

SELECTION FACTORS

Considerable knowledge of principles, practices, and methodologies of operating a computing system.

Considerable knowledge of database design techniques.

Considerable knowledge of technical aspects of information processing equipment, including electronic data processing (E.D.P.) equipment and peripherals, microfilm, and teleprocessing equipment.

Considerable knowledge of principles of systems analysis.

Considerable knowledge of sound computer systems programming and management techniques.

Some knowledge of principles, methods, and practices of public administration.

Ability to design record and form layouts.

Ability to work effectively with coworkers and the general public.

Ability to communicate effectively, both orally and in writing.

Human Resources Department: Signed original on file in Human Resources /
Date

** This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job.

REVISION DATE: 12/1/94; 8/4/97; 9/10/2002.

ATTACHMENT D.1

CITY OF GAINESVILLE
JOB DESCRIPTION

TITLE CODE: 3057

CUSTOMER SERVICE REPRESENTATIVE, SR.

NATURE OF WORK

This is highly responsible, technical lead work supervising utilities' customer service activities.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under limited supervision. Work in this class is distinguished from higher classes by its lack of managerial responsibility and from lower classes by its advanced customer service skills and supervisory responsibility in a multiple service environment.

MINIMUM REQUIREMENTS

Graduation from an accredited high school or possession of an acceptable equivalency diploma and four (4) years progressively responsible experience in public contact or utility customer service work, preferably in a call center environment, one year supervisory experience, or an equivalent combination of training and experience which provides the required knowledge, ability and skills.

LICENSES/CERTIFICATES

Must maintain a valid outside contact telephone number.

NOTES

None.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Coordinates daily operations of staff.

Provides customer service training to new employees and coordinates special projects with staff.

Assists in formulating policies and procedures affecting customer service.

Performs performance appraisals.

Responds to inquiries and complaints from customers and other agencies in person, by phone, and by mail. Handles complicated complaints.

Investigates, researches, and resolves problems in accordance with established policy.

Coordinates procurement and use of office supplies and equipment.

Coordinates processing of utility payments, deposits, permits and services, and handling of delinquent accounts and resolution of customer account disputes.

Assists in emergency storm situations for service restoration.

Performs duties of Customer Service Representative 2 as needed.

Attends work on continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

Acts in absence of supervisor.

Performs other related duties as assigned.

CUSTOMER SERVICE REPRESENTATIVE, SR. - Page 2
Job Description**TITLE CODE: 3057****Selection Factors:****SELECTION FACTORS**

Thorough knowledge of utility services industry, GRU and City operations, and applicable ordinances, policies, and procedures.

Thorough knowledge of utilities' billing and records policies and procedures.

Thorough knowledge of new service procedures and regulations.

Thorough knowledge of credit and collections procedures and regulations.

Thorough knowledge of office practices and procedures, business English, spelling, and commercial arithmetic.

Knowledge of computers and relevant software.

Ability to plan, organize, and supervise work of others.

Ability to use good interpersonal skills through oral and written communication on the telephone and in person.

Ability to work effectively with co-workers and the general public in a team environment.

Ability and willingness to maintain composure, effectiveness, and objectivity during stressful encounters.

Ability to quickly assess the critical elements of a situation and decide upon appropriate remedial methods.

Skill in demonstrating strong organizational and motivational training efforts.

Human Resources Department: Signed original on file in Human Resources /

Date

** This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job.

REVISION DATE: 12/1/94; 5/21/2004.

**CITY OF GAINESVILLE
JOB DESCRIPTION**

TITLE CODE: 6407

DRAFTER

NATURE OF WORK

This is responsible technical drafting work for gas facilities.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under limited supervision. Work in this class is distinguished from higher classes by its lack of supervisory experience and from lower classes by its advanced technical skills.

MINIMUM REQUIREMENTS

Graduation from high school or possession of an acceptable equivalency diploma, supplemented by two years technical training, or any equivalent combination of education and experience.

LICENSES/CERTIFICATES

Valid Florida Driver's License required.

NOTES

Pre-employment medical examination required, including satisfactory drug screening. Work may require performance of tasks outdoors under varying climatic conditions.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Determines line locations and schedules appointments for locations for construction crews.
Drafts city and county permits and permits for the state road department.
Maintains working and corrosion maps for valves, stations, services, and main lines.
Provides appropriate employees with blueprints of system maps.
Produces summary reports as needed.
Works on special projects.
Translates field notes into final drawings and updates appropriate maps.
Attends work on continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

Will be required to respond under emergency conditions.
Will be responsible for the dispatch of emergency vehicles (either emergency response/public safety vehicles or other vehicles in emergency situations).
Performs other related duties as assigned.

ATTACHMENT D.1

DRAFTER- Page 2
Job Description

TITLE CODE: 6407

Selection Factors:

SELECTION FACTORS

Considerable knowledge of principles, practices, techniques, and instruments of engineering drawing.

Considerable knowledge of mathematics.

Knowledge of computers and relevant software.

Skill in use of engineering and drafting instruments, equipment, and software.

Ability to make accurate, neat, and legible field notes, sketches, and drawings.

Ability to perform technical computations to make estimates and to compile data and statistics.

Ability to communicate effectively, both orally and in writing.

Ability to work effectively with coworkers and the general public.

Human Resources Department: Signed original on file in Human Resources

** This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job.

REVISION DATE: 12/1/94; 8/4/97.

ATTACHMENT D.1

CITY OF GAINESVILLE
JOB DESCRIPTION

TITLE CODE: 6031

ENGINEERING TECHNICIAN I

NATURE OF WORK

Supervisory and professional work in utilities engineering.

CLASSIFICATION STANDARDS

Positions allocated to this class report to a designated supervisor and work under general supervision. Work in this class is distinguished from higher classes by its lack of managerial responsibilities and from lower classes by its supervisory and administrative responsibilities.

MINIMUM REQUIREMENTS

Graduation from an accredited college or university with major course work in engineering or related field and/or four years of progressively responsible experience in utilities construction and engineering, or a related area, or an equivalent combination of training and experience which provides the required knowledge, ability, and skills.

LICENSES/CERTIFICATES

Valid Florida Driver's License required.

NOTES

None.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Prepares and assists in the preparation of medium and short range studies pertaining to new revenue service, expansion, renewal, replacement, system improvements, and operation and maintenance of the electric and gas systems.

Develops and directs the design and preparation of plans, specifications, work order documents and cost estimates for changes, additions and/or deletions to the gas and electric systems.

Reviews work orders material requisition forms for job compatibility and materials availability.

Provides supervision, coordination, direction, and technical expertise to all levels of engineering technicians, construction personnel, and entry-level engineers.

Provides technical assistance for operations personnel, utilities customers, contractors, and other utilities as requested.

Assists in the preparation of bid specifications, contract documents, engineering drawings, and specifications for contractor installed public utilities systems and facilities.

Inspects construction work in progress to determine if proper materials and workmanship are used and to determine compliance with plans, specifications, and standards.

Participates in the administration of labor agreements.

Recommends discipline of employees, when necessary, in accordance with applicable bargaining agreements and City policies.

Plans, schedules and coordinates construction and maintenance with the utilities customers, contractors, and engineering and operations personnel.

Requires the use and exercise of independent judgment.

Attends work on continuous and regular basis.

ENGINEERING TECHNICIAN - Page 2
Job Description

TITLE CODE: 6031

NON-ESSENTIAL JOB FUNCTIONS

Will be required to respond under emergency conditions.

Provides guidance on work processes and reviews technical adequacy of work products or tasks.

May be required to supervise employees designated as performing "safety sensitive" functions, for purposes of the Drug Free Workplace Program, depending on job assignment and work location.

Assists in the preparation of divisional level budget estimates by assembling and preparing related data, reports, and cost estimates.

Performs other related duties as assigned.

Selection Factors:

SELECTION FACTORS

Thorough knowledge of the engineering principles and practices applied to the planning, design, construction, and operation of electric and gas utilities.

Thorough knowledge of national codes, utilities rules, regulations, materials, construction standards and specifications used in the electric and gas utilities industry.

Considerable ability to prepare, review, and interpret engineering plans and specifications.

Considerable ability to make involved engineering computations, designing difficult utilities projects, develop complex plans and specifications, and make complicated tests.

Considerable ability to plan, layout, and supervise the work of designated subordinates engaged in utilities engineering, construction, and related work.

Ability to establish and maintain effective work relations with associates, subordinates, consultants, government officials and the public.

Ability to write clear and concise reports.

Human Resources Department: Signed original on file in Human Resources /
 Date

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REVISION DATE: 12/1/94; 8/4/97; 8/10/99.

**CITY OF GAINESVILLE
JOB DESCRIPTION**

TITLE CODE: 6033

ENGINEERING TECHNICIAN II

NATURE OF WORK

This is skilled, technical engineering work in the area of utilities, public works, or transportation.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under general supervision. Work in this class is distinguished from higher classes by its lack of supervisory duties and from lower classes by its technical nature.

MINIMUM REQUIREMENTS

Graduation from high school or possession of an acceptable equivalency diploma, supplemented by courses in drafting, engineering, or related field, and two years related experience, or any equivalent combination of education and experience.

LICENSES/CERTIFICATES

Valid Florida Driver's License required.

NOTES

None.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Prepares routine layout and design in accordance with standard procedures and methods. Performs drafting assignments and prepares graphs and charts related to engineering surveys and projects.

Prepares construction drawings and sketches, cost estimates and work orders, and related drafting documents for plotting of easements and rights-of-way.

Performs detailed design drafting for construction drawings and standards.

Maintains system record drawings. Prepares and maintains comprehensive traffic accident data, traffic signal inventory drawings, parking data, and traffic count data.

Attends work on a continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

Assists in field inspection and layout of utilities, public works, or transportation facilities.

Assists in permitting process through and with various public agencies.

Provides routine traffic count and traffic accident data to the public in person and by telephone.

Maintains maps and automated data management system.

Analyzes engineering data and performs necessary computations for engineering studies.

Performs other related duties as assigned.

ENGINEERING TECHNICIAN II - Page 2
Job Description**TITLE CODE: 6033****Selection Factors:**

SELECTION FACTORS

Considerable knowledge of principles, practices, and techniques of engineering drawing and/or right-of-way acquisitions.

Considerable knowledge of mathematics through the level of trigonometry.

Knowledge of permitting process.

Some knowledge of standard methods and materials used to construct and operate electric, water, or wastewater utility system.

Some knowledge of real property acquisition methods and procedures.

Skill in interpreting and plotting legal descriptions and engineering drawings.

Skill in use of drafting equipment and materials, and ability to produce finished engineering drawings, sketches, and charts.

Ability to perform moderately technical engineering computations.

Ability to communicate effectively, both orally and in writing.

Human Resources Department: Signed original on file in Human Resources /

Date

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REVISION DATE: 12/1/94

**CITY OF GAINESVILLE
JOB DESCRIPTION**

TITLE CODE: 1211

HUMAN RESOURCES TECHNICIAN

NATURE OF WORK

This is paraprofessional work performing varied office and technical Human Resource support duties.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated manager and work under limited supervision. Work in this class is distinguished from higher classes by its lack of responsibility for program control and from lower classes by its emphasis on specialized office/ technical human resource support responsibilities.

MINIMUM REQUIREMENTS

Graduation from high school or possession of an acceptable equivalency diploma, supplemented by appropriate technical courses and three (3) years progressively responsible experience in a staff/technical assistance position, or an equivalent combination of training and experience which provides the required knowledge, ability, and skills.

LICENSES/CERTIFICATES

Valid Florida Driver's License required.

NOTES

Typing at a speed acceptable to department needs may be required.
Human Resources or Customer Services background desirable.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

- Depending on area of assignment:
- Compiles, tracks, and maintains information and documentation relating to applicants, employees, programs, certifications, compliance with State regulations and licensure, and activities.
- Compiles reports relating to employee and/or applicant demographics and human resource activities.
- Schedules appointments and coordinates activities.
- Monitors examinations and assessment centers.
- Composes correspondence.
- Gathers information relating to human resources programs and activities and prepares reports of findings.
- Enters, maintains, and retrieves computerized information.
- Assists in all aspects of the application process, including assisting applicants, procurement of needed documents, background checks, and job offers. Makes arrangements for events, facilities, meals, and lodgings.
- Provides employees with assistance in completing employment forms.
- Assist in other HR divisions with performance of research, analyses, data gathering, and input to the computer system.
- Attends work on continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

- May act as lead-worker with support staff on assigned projects.
- May cover front desk, participate in payroll sign up process.
- Performs other related duties as assigned.

HUMAN RESOURCES TECHNICIAN - Page 2
Job Description

TITLE CODE: 1211

Selection Factors:

SELECTION FACTORS

Thorough knowledge of office management practices and procedures, business English, spelling, and basic mathematics.

Knowledge of computers and relevant software.

Ability to organize and evaluate information.

Ability to effectively handle multiple tasks.

Ability to communicate effectively, both orally and in writing.

Ability to recognize the details in the work and how they affect Human Resource processes and deadlines.

Ability to work effectively with co-workers and the general public.

Ability to maintain security and confidentiality.

Human Resources Department: Signed original on file in Human Resources /
Date

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REVISION DATE: 12/1/94; 12/1/99; 4/16/2002; 5/21/2004;9/1/2006

ATTACHMENT D.1

CITY OF GAINESVILLE
JOB DESCRIPTION

TITLE CODE: 5025

LABOR CREW LEADER II

NATURE OF WORK

Supervision of primarily skilled and/or semi-skilled workers involved in the construction, maintenance and repair of City building, streets, grounds and facilities.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under general supervision. Work in this class is distinguished from higher classes by its emphasis on knowledge and abilities in skilled work and from lower classes by its supervisory responsibilities.

MINIMUM REQUIREMENTS

Graduation from high school or possession of an acceptable equivalency diploma, and three years experience in construction, maintenance, and repair of public works projects or related facilities, including one(1) year experience supervising semi-skilled to skilled workers, or an equivalent combination of training and experience which provide the required knowledge, ability, and skills.

LICENSES/CERTIFICATES

Valid Florida Driver's License required.

NOTES

Work requires physical strength and agility sufficient to safely perform all essential functions. Work may require performance of tasks outdoors under varying climatic conditions. Work may require performing tasks in and around heavy traffic. Work may require exposure to hazardous conditions and noxious chemicals.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Depending on area of assignment:

Supervises, plans, and coordinates work of crew/s (6 or more) of primarily skilled workers performing a variety of maintenance and construction activities. including street construction and maintenance, storm sewer construction and maintenance, street sweeping, building demolition, and right-of-way mowing and maintenance.

Supervise construction of new facilities and major renovations to existing facilities.

Estimates and orders materials for work.

Supervise, plans and coordinates work of subordinates.

Provides training and instruction to subordinates.

Conducts regular and periodic performance reviews of subordinates.

Has significant input in all decisions affecting hiring, firing, and disciplining of subordinates.

Inspects project work for compliance with plans, performance standards, and all applicable federal, state, local, and department safety regulations.

Supervise sewer rodding and hand cleaning of sewers and catchbasins.

Oversees planting, propagation, maintenance, and care of lawns, shrubbery, trees, and flowers.

Supervise and assist in maintenance and cleaning of buildings.

Supervise maintenance, lining, and policing of athletic fields.

Conducts accident investigations.

Keeps records of labor and materials. Tracks, verifies, approves subordinate time worked.

Prepares detailed records and reports in a timely manner.

LABOR CREW LEADER II - Page 2**TITLE CODE: 5025****Job Description**

Required to respond under emergency condition.

Assists in review and preparation of engineering plans and specifications. Prepares feasibility studies.

Attends work on continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

May operate heavy equipment, including front-end loader, backhoe, and grader in the absence of supporting equipment operators.

May perform skilled work.

May make minor field repairs on equipment necessary for work.

May frequently chauffeur other employees, depending upon assignment and work location.

Performs other related duties as assigned.

Selection Factors:**SELECTION FACTORS**

Depending on area assigned:

Considerable knowledge of materials, methods, techniques, and equipment commonly used in major public works and utility construction and right-of-way maintenance.

Considerable knowledge of principles and practices applied to construction and maintenance of roads, streets, storm sewers, and drainage ditches.

Considerable knowledge of occupational hazards and safety precautions of the work.

Skill in the use and care of tools and the operation of related complex power equipment.

Ability to plan and supervise work of a group of primarily semi-skilled and skilled workers performing various complex public works and related construction, maintenance, and repair tasks in a manner conducive to full performance and high morale.

Ability to prepare and maintain records and reports.

Ability to prepare work requests.

Ability to read and follow routine engineering drawings.

Ability to communicate effectively, both orally and in writing.

Human Resources Department: Signed original on file in Human Resources /
Date

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REVISION DATE: 12/1/94; 8/4/97; 5/21/2004.

**CITY OF GAINESVILLE
JOB DESCRIPTION**

TITLE CODE: 5035

MAINTENANCE WORKER I

NATURE OF WORK

This is entry-level manual labor performing un-skilled and semi-skilled tasks, or assisting skilled workers.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under direct supervision. Work in this class is distinguished from higher classes by its routine, physical nature and from other classes by its emphasis on outdoor maintenance and construction activities.

MINIMUM REQUIREMENTS

Completion of eighth grade, and six months experience in laboring work, including use of tools and equipment used in maintenance, repair, or construction work, or an equivalent combination of training and experience which provide the required knowledge, ability, and skills.

LICENSES/CERTIFICATES

Valid Florida Driver's License required.

NOTES

For employment with RTS, pre-employment medical examination required, including satisfactory drug screening.
 Work requires physical strength and agility sufficient to safely perform all essential functions.
 Work may require performance of tasks outdoors under varying climatic conditions.
 Work may require exposure to hazardous conditions and noxious chemicals.
 May be required to work outside business hours depending on department needs.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Depending on area of assignment:
 Assist journey-level workers in electrical, carpentry, plumbing, painting, concrete, and other trade work.
 Assist in demolition, forming, and pouring of concrete facilities.
 Performs basic maintenance on City trees, shrubs, and bedding plants. Trims and prunes shrubbery and small trees. Prepares holes, sets trees, and prepares appropriate supporting structures and materials. Grows and maintains plants. Water plants and trees.
 Performs routine grounds and road right-of-way cleaning and maintenance. Mows grass with power, push-type, or small tractor mower. Cuts and hoes weeds. Rakes leaves and edges curbs. Sprays/applies herbicidal sprays or cuts weeds. Loads trash and trimmings on truck. Sweeps sidewalks and cleans floors. Hand pull or power cut unwanted vegetation. Digs and clears drainage ditches. Maintains trails on City properties.
 Assists in repair and resurfacing of damaged asphalt paths and roadways by asphalt placement or pothole repair. Rakes hot and cold asphalt. Assist in operation of paving machine. Assists in the repair of potholes on asphalt roadways.
 Adds clay to infields, rebuilds pitchers' mounds and batters' boxes, edge fields, installs sodding and assists in solving irrigation problems. Drag infield and warning track, pack holes on pitchers' mound, home plates, on the field and in bullpens; paints foul lines on outfield grass. Cut grass on infield and outfield.

MAINTENANCE WORKER I - Page 2
Job Description

TITLE CODE: 5035

Performs routine cleaning and maintenance of varied grounds keeping, landscaping, and maintenance equipment and facilities. Greases and makes minor repairs on equipment. Services and washes automobiles and trucks. Checks manholes for leaks, repairs storm sewer pipes and catch basins. Cleans out storm sewer pipes and catch basins. Performs light maintenance and servicing work related to the operation of heavy equipment. Cleans and maintains buildings and facilities. Uses and maintains power hand tools, such as drill, nailing gun, circular saws. Sets up barricades and other temporary traffic control devices; provides flagging services. Lifts and moves heavy equipment. Attends work on continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

May drive City vehicles.
 May performs minor maintenance and cleaning of buildings.
 May direct contract and temporary helpers.
 May support City activities with personnel, equipment, and materials, requiring moving and lifting heavy equipment, tables, and chairs for special events and programs.
 May be responsible for locking and unlocking facility and notifying appropriate individuals in the event of an emergency. May monitor special events and programs, including cleaning up at end.
 May enforce compliance with strict building rules and regulations.
 May frequently chauffeur other employees, depending upon assignment and work location.
 May be required to transport, mix, handle or use hazardous materials (other than gasoline, batteries, pumping fuel or access to normal janitorial cleaning materials) or may be responsible for facilities or equipment carrying current, fluids or gas that could endanger the public or other employees.
 Performs other related duties as assigned.

Selection Factors:

SELECTION FACTORS

Depending on area of assignment:
 Some knowledge of tools used in groundskeeping, facility maintenance and construction.
 Some knowledge of precautions necessary to work safely.
 Ability to perform manual tasks involving physical strength and endurance under variable weather conditions.
 Ability to work effectively with coworkers and the general public, including angry and/or abusive individuals.
 Ability to read and understand detailed and complex work schedules and diagrams.
 Ability to work independently with little supervision.
 Ability to conform to grooming and dress codes (uniforms furnished).

Human Resources Department: Signed original on file in Human Resources /
 Date

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 REVISION DATE: 12/1/94; 8/4/97; 5/21/2004.

**CITY OF GAINESVILLE
JOB DESCRIPTION**

TITLE CODE: 5039

MAINTENANCE WORKER II

NATURE OF WORK

This is manual labor performing semi-skilled and limited skilled work of a physically demanding nature.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under close supervision. Work in this class is distinguished from higher classes by its lack of supervisory duties and from lower classes by its semi-skilled to skilled emphasis on maintenance and construction.

MINIMUM REQUIREMENTS

Completion of eighth grade, and one year experience in laboring work, including use of tools and equipment used in maintenance, repair or construction work, or an equivalent combination of training and experience which provide the required knowledge, ability, and skills.

LICENSES/CERTIFICATES

Valid Florida Driver's License required.
Class "B" Commercial Driver License (CDL) may be required depending on departmental needs.

NOTES

For employment with RTS, pre-employment medical examination required, including satisfactory drug screening.
Work requires physical strength and agility sufficient to safely perform all essential functions.
Work may require performance of tasks outdoors under varying climatic conditions.
Work may require exposure to hazardous conditions and noxious chemicals.
Work may require performing tasks in and around heavy traffic.
Work may require exposure to prolonged high noise levels.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Depending on area of assignment:
Builds and sets forms, pours concrete, and performs finish work. Operates concrete saw, air hammer, concrete and mortar mixers, and vibrating rollers. Constructs and repairs curb inlets. Removes and replaces broken or hazardous sidewalk.
Lays pipe and lays bricks. Repairs broken pipes and opens clogged sewers. Checks and cleans manholes. Assists in backfilling ditches. Loads materials on truck.
Constructs, repairs, and maintains doors, floors, windows, partitions, roofs, plumbing, lighting fixtures, drywall and other parts of buildings. Applies protective coatings.
Repairs or resurfaces asphalt paths and roadways. Operates asphalt paving machine as part of crew. Rakes hot and cold asphalt. Grades lime rock. Resods grass.
Assists journey-level workers in electrical, carpentry, plumbing, painting, concrete, and other trade work..
Drives motor trucks to transport sand, stone, gravel, supplies, equipment, and other items.
Sets up barricades and other temporary traffic control devices.
Update, repair, and care for displays and exhibits.
Directs traffic around or through work site.
Prepare and/or enters work orders.

MAINTENANCE WORKER II - Page 2
Job Description

TITLE CODE: 5039

Maintains and operates planers, joiners, power saws, and related carpentry equipment.
 Performs hand and bench work in a carpentry shop.
 Maintains and cleans tools and equipment used in work. Fixes flat tires, changes/replenishes fluids and filters, replaces fuses and fan belts, and applies touch-up paint.
 Services and washes vehicles.
 Assists in moving and storing office and other equipment.
 Attends work on continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

May frequently chauffeur other employees, depending upon assignment and work location.
 May occasionally operate heavy equipment including rubber tire backhoes, and/or front end loaders.
 Performs other related duties as assigned.

Selection Factors:

SELECTION FACTORS

Depending on area of assignment:
 Knowledge of types and uses of common hand tools, materials, and standard equipment used in maintenance, construction, and repair.
 Knowledge of precautions necessary to work safely with and around mechanized construction and maintenance equipment.
 Skill in use of basic hand tools and operation of small power equipment.
 Ability to work effectively with coworkers and the general public.

Human Resources Department: Signed original on file in Human Resources /
 Date

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 REVISION DATE: 12/1/94; 8/4/97; 5/12/2000; 5/21/2004.

ATTACHMENT D.1

CITY OF GAINESVILLE
JOB DESCRIPTION

TITLE CODE: 6147

METER READER

NATURE OF WORK

This is field work reading water, gas, and electric meters and recording readings using a hand held computer.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under limited supervision. Work in this class is distinguished from higher classes by its lack of supervisory responsibility and from lower classes by its emphasis on utility meter reading.

MINIMUM REQUIREMENTS

Graduation from high school or possession of an acceptable equivalency diploma, and six months experience in public contact work, or any equivalent combination of education and experience.

LICENSES/CERTIFICATES

Valid Florida Driver's License required.

NOTES

Work requires physical strength and agility.

Work requires performance of tasks outdoors under varying climatic conditions.

Work involves extended periods of walking, bending, and stooping.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Reads electric, gas, and water meters on assigned routes and records readings using a hand held computer.

Verifies unusually high or low readings by confirming reading and meter number and reports unusual situations to supervisor.

Checks to see that electric, gas, and water meters are registering properly. Records in computer or reports to supervisor on conditions such as service theft, stopped meters, and meters needing maintenance, and hazardous conditions including downed power lines or gas leaks.

Follows established safety guidelines regarding bad dogs, access to meters, personal safety, and hazardous conditions.

Digs out water meter boxes. May perform other maintenance duties as needed.

Attends work on continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

Refers customer inquiries and complaints to appropriate department.

Performs other related duties as assigned.

ATTACHMENT D.1

METER READER - Page 2
Job Description

TITLE CODE: 6147

Selection Factors:

SELECTION FACTORS

Knowledge of City and County geography.

Knowledge of computers and relevant software.

Knowledge of occupational hazards and safety precautions of working with electric and gas meters.

Ability to maintain good public relations under sometimes difficult circumstances.

Ability to write legibly.

Ability to perform basic arithmetic calculations.

Ability to work effectively with co-workers and the general public.

Human Resources Department: Signed original on file in Human Resources /

Date

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REVISION DATE: 12/1/94

ATTACHMENT D.1

CITY OF GAINESVILLE
JOB DESCRIPTION

TITLE CODE: 8009

RECREATION AIDE I

NATURE OF WORK

Routine work of limited variety and complexity in recreational programs and activities.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under limited supervision. Work in this class is distinguished from higher classes by its limited responsibility and lack of complexity.

MINIMUM REQUIREMENTS

Graduation from high school or acceptable equivalency diploma and one year experience in recreation work; or any equivalent combination of education and experience.

LICENSES/CERTIFICATES

Valid Driver's License required.
American Red Cross certification in First Aid and CPR required.

NOTES

Must be able to pass background screening through HRS.
Work may require performance of tasks outdoors under varying climatic conditions.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Assists in conducting activities. Distributes equipment for games. Records center attendance. Assists in maintaining order and discipline. Checks equipment to assure that it is clean and in proper working order.
Assists in instructing sewing, ceramics, arts and crafts, dancing, and games.
Attends work on continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

Performs related clerical work. Copies center schedule for distribution to the administrative office. Answers telephone and gives information on center activities and schedules.
Performs other related duties as assigned.

Selection Factors:

SELECTION FACTORS

Knowledge of one or more activities involved in a community recreation program.
Knowledge of the aims of a community recreation program.
Ability to instruct program participants in varied recreational activities.
Ability to work effectively with co-workers, the general public, and children.

Human Resources Department: Signed original on file in Human Resources

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REVISION DATE: 12/1/94

**CITY OF GAINESVILLE
JOB DESCRIPTION**

TITLE CODE: 9007

REHABILITATION SPECIALIST I

NATURE OF WORK

This is responsible work supervising and participating in advanced technical work inspecting and rehabilitating substandard housing and other housing.

CLASSIFICATION STANDARDS

Positions allocated to this classification report to a designated supervisor and work under limited supervision. Work in this class is distinguished from higher classes by its lack of managerial responsibility and from lower classes by its supervisory duties and advanced technical skill.

MINIMUM REQUIREMENTS

Graduation from high school or possession of an acceptable equivalency diploma, and five years experience in construction rehabilitation, cost estimating, or related field, or any equivalent combination of education and experience.

LICENSES/CERTIFICATES

None.

NOTES

Work may require performance of tasks outdoors under varying climatic conditions.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Reviews plans and prepares inspection reports. Inspects existing structures to determine eligibility for rehabilitation assistance.

Prepares estimates of cost of rehabilitation work.

Prepares, supervises, and/or approves specifications and working drawings of work to be performed.

Prepares written records and reports on all work performed.

Inspects and re-inspects to determine compliance with all codes.

Inspects dwelling units during rehabilitation.

Confers with other officials of the City concerning questions of minimum housing codes, trades inspections, or related items.

Advises homeowners on all phases of rehabilitation, construction, and home maintenance.

Takes part in Site Housing Initiative Partnership homeownership training.

Negotiates contracts between property owners and general contractors.

Attends work on a continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

Performs other related duties as assigned.

REHABILITATION SPECIALIST I - Page 2
Job Description

TITLE CODE: 9007

Selection Factors:

SELECTION FACTORS

- Thorough knowledge of minimum housing codes and standards.
- Thorough knowledge of building construction methods and building materials.
- Thorough knowledge of housing rehabilitation programs.
- Considerable knowledge of building labor and material costs.
- Ability to understand and interpret residential and small commercial building construction plans and specifications.
- Ability to work effectively with co-workers, property owners, contractors, and the general public.
- Ability to maintain records and prepare reports.
- Ability to communicate effectively, both orally and in writing.

Human Resources Department: Signed original on file in Human Resources

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REVISION DATE: 12/1/94

ATTACHMENT D.1

CITY OF GAINESVILLE
JOB DESCRIPTION

TITLE CODE: 1145

STAFF ASSISTANT

NATURE OF WORK

This is responsible administrative and staff support work of a moderately-complex nature.

CLASSIFICATION STANDARDS

Positions allocated to this classification typically report to a non-managerial supervisor or a line manager of a single functional area and work under general supervision. Work in this class is distinguished from higher classes by its moderately-complex, non-supervisory nature and from lower classes by a greater variety of more responsible duties. This position level is expected to perform duties associated with all lower levels of the Staff Support series.

MINIMUM REQUIREMENTS

Graduation from an accredited high school or possession of an acceptable equivalency diploma, and two (2) years support staff experience, or an equivalent combination of training and experience which provide the required knowledge, abilities, and skills.

LICENSES/CERTIFICATES

Prefer formal training in written communications and staff support concepts. If courier duties required, a valid Florida Drivers license with a safe driving record.

NOTES

Must type at a minimum speed of 35 correct words per minute or at a higher speed as set by the department.
Demonstrated proficiency in relevant software and computer skills.
May require occasional after-hours work.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Depending on area of assignment:
Collects and compiles moderately-complex information.
Drafts moderately-complex correspondence.
Edits documents originating in and relating to area of assignment.
Tracks a variety of official documents relating to area of assignment.
Prepares personnel reports and meeting minutes.
Communicates policies, procedures, and other relevant information to internal and/or external customers. Processes and follows up on customer service requests.
Recommends improvements, solutions, and corrective actions to functional area.
Makes travel arrangements and prepares itineraries for staff.
Attends work on a regular and continuous basis.

NON-ESSENTIAL JOB FUNCTIONS

Performs other related duties as assigned.

STAFF ASSISTANT - Page 2
Job Description

TITLE CODE: 1145

Selection Factors:

SELECTION FACTORS

Thorough knowledge of office terminology, practices, and procedures, equipment and business English, spelling, and arithmetic.

Thorough knowledge of computers and relevant office software.

Basic knowledge of organizational policies, procedures and practices.

Ability to maintain complex records and prepare moderately-complex reports.

Ability to understand and follow moderately-complex oral and written instructions.

Ability to work effectively with co-workers and internal and external customers.

Ability to communicate effectively, both orally and in writing.

Ability to use personal computers and basic office equipment.

Human Resources Department: Signed original on file in Human Resources /
Date

** This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job.
Revised: 12/24/2002; 3/2/2004.

ATTACHMENT D.1

CITY OF GAINESVILLE
JOB DESCRIPTION

TITLE CODE: 1147

STAFF ASSISTANT, SR.

NATURE OF WORK

This is responsible administrative and staff support work of a complex nature supporting diverse functions.

CLASSIFICATION STANDARDS

Positions allocated to this classification typically report to a first level manager of a diverse functional area or a middle manager and work under general supervision. Work in this class is distinguished from higher classes by its complex nature, limited supervisory responsibilities and from lower classes by a greater variety of more responsible duties and innovation.

This position level is expected to perform duties associated with all lower levels of the Staff Support series.

MINIMUM REQUIREMENTS

Graduation from an accredited high school or possession of an acceptable equivalency diploma, and three (3) years support staff experience, or an equivalent combination of training and experience which provide the required knowledge, abilities, and skills.

LICENSES/CERTIFICATES

Certified Administrative Professional (CAP) certificate or Certified Professional Secretary (CPS) certificate preferred.

If courier duties required, a valid Florida Drivers license with a safe driving record.

NOTES

Must type at a minimum speed of 35 correct words per minute or at a higher speed as set by the department.

Demonstrated proficiency in relevant software and advanced computer skills.

May require occasional after-hours work.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Depending on area of assignment:

Assists supervisor in researching and responding to inquiries and complaints. Independently resolves routine to moderately-complex complaints.

Assigns work to other subordinates of the assigned supervisor; coordinates work flow, and facilitates work completion.

Assists in development, preparation, and monitoring of annual and project budgets.

Composes moderately-complex correspondence.

Performs limited analyses and prepares and summarizes moderately- complex statistical data.

Serves as liaison to internal groups and committees as well as external groups and agencies relating to assigned functional areas.

Takes real time or machine dictation.

Writes, edits, produces, and distributes informational, publicity, and promotional materials.

Monitors administrative and operational directives from upper management to ensure compliance for area.

Processes payables.

Attends work on a regular and continuous basis.

STAFF ASSISTANT,SR. - Page 2
Job Description

TITLE CODE: 1147

Selection Factors:

SELECTION FACTORS

Thorough knowledge of office terminology, practices, and procedures, equipment and business English, spelling, and arithmetic.

Thorough knowledge of computers and relevant office software.

Thorough knowledge of organizational policies, procedures and practices.

Ability to analyze moderately-complex information and prepare moderately-complex summary reports.

Ability to understand and follow complex oral and written instructions.

Ability to resolve customer complaints and answer inquiries.

Ability to work effectively with co-workers and internal and external customers.

Ability to communicate effectively, both orally and in writing.

Ability to use personal computers and basic office equipment.

Ability to organize and coordinate multiple work and office staff assignments.

Human Resources Department: Signed original on file in Human Resources /

Date

** This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job.

Revised: 12/24/2002; 3/2/2004.

CITY OF GAINESVILLE
JOB DESCRIPTION

TITLE CODE: 1219

TRAINING AND DEVELOPMENT SPECIALIST

NATURE OF WORK

This is professional and technical work training and coordinating instruction of City personnel.

CLASSIFICATION STANDARDS

Positions allocated to this class reports to a designated supervisor and work under general supervision. Work in this class is distinguished from higher classes by its emphasis on specialized training and from lower classes by the use of independent judgment and professional knowledge in the design and development of training programs.

MINIMUM REQUIREMENTS

Graduation from an accredited four-year college or university with major course work in a discipline relevant to the work assigned, two years progressively responsible experience in administering employee training programs, or "hands on" experience with information systems or an equivalent combination of training and experience which provide the required knowledge, ability, and skills.

Depending on area of assignment Graduate level work in Organizational Development or Human Resources Development is preferred.

LICENSES/CERTIFICATES

Valid Florida Driver's License required.

NOTES

May be required to attend meetings outside business hours.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Depending on area of assignment:

Coordinates City-wide efforts to train employees through interaction with management, other internal trainers, employees, employee groups and departments.

Utilizes strategic planning processes to align human resources development and organizational development functions with the goals of City management.

Markets all facets of the human resources development function and enhances its credibility and visibility by advising and consulting with management and departments to identify and provide solutions to human performance problems.

Designs, develops, implements, and administers performance-based, City-specific, management and supervisory development programs, or system related training programs.

Utilizes basic business principles to quantify results of training, education and development programs. Evaluates effectiveness of interventions, solutions, and training initiatives through participant feedback, test instruments and reports from supervisory and managerial personnel.

Recommends mandatory compliance training, education and development of policies and procedures based on state and federal mandates and regulations. May develop and deliver training.

Assesses performance problems through interviews, surveys, questionnaires, focus groups, task analysis and job analysis in order to design an appropriate intervention, solution, or training program.

Develops performance-based training in response to specific employee, departmental, and City-wide requests and needs.

TRAINING AND DEVELOPMENT SPECIALIST - Page 2
Job Description

TITLE CODE: 1219

Analyzes employee demographics and researches potential resources to design lesson plans, develop curriculum, assess learning types, and determine specific teaching methods utilized in training delivery.

Coordinates evaluation of proposals, external consultants and trainers with other departments and agencies.

Contributes to marketing, coordination, and administration of training records, courses and programs, including tuition reimbursement and training library.

Coordinates identification, evaluation, acquisition, utilization, storage and maintenance of computer equipment, library inventory, and audio-visual and other equipment, materials and aids.

Develops and delivers employee orientation and training programs using in-house resources. Coordinates with the Computer Services Department in a City-wide effort to train employees throughout the organization to become proficient in the use of the City's financial and other related system software.

Advises and consults with management and departments to identify and provide solutions to system training needs.

Serves as liaison with the Computer Services Department and software providers.

Develops technical manuals.

Attends work on a continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

Serves on committees and task forces involved in solving human performance or system training problems.

May supervise, plan and coordinate work of subordinates.

May act in absence of supervisor.

Performs other related duties as assigned.

Selection Factors:

SELECTION FACTORS

Depending on area of assignment:

Through knowledge of principles, practices, methods and theories of training and employee programs.

Knowledge of learning theory and of training and development principles, practices and methods.

Knowledge of training, management development and educational resources.

Knowledge of and ability to operate and effectively use audio-visual and other training aids.

Knowledge of basic statistical methods.

Ability to research and identify training and development resources and acquire appropriate resources for use in the City's training and development programs.

Ability to plan, prepare and deliver effective training programs and to stimulate enthusiasm in participants.

Ability to work effectively with elected officials, charter officers, department heads, representatives of other agencies, other city employees and the general public.

Ability to communicate effectively, both orally and in writing.

Ability to plan, direct, and supervise work of others.

Human Resources Department: Signed original on file in Human Resources /
 Date

** This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job.
 REVISION DATE: 08/31/95; 3/18/2003]

CITY OF GAINESVILLE
JOB DESCRIPTION

TITLE CODE: 4035

USER SUPPORT TECHNICIAN I

NATURE OF WORK

Entry level technical work relating to the installation, maintenance, operation, and repair of the City's computer and telephone systems including all aspects of customer service.

CLASSIFICATION STANDARDS

Positions allocated to this class report to a designated supervisor and performs work under close supervision. Work in this class is distinguished from higher classes by its entry level nature and from lower classes by its emphasis on the technical aspect and problem solving abilities.

MINIMUM REQUIREMENTS

Graduation from high school or possession of an acceptable equivalency diploma; vocational training in information technology, or any other related field; one year of work in one of the following areas: digital computer systems, computer networks, data communications equipment, business telephone systems, microcomputers, cable management systems; help desk operations, or an equivalent combination of training and experience which provide the required knowledge, ability, and skills.

LICENSES/CERTIFICATES

Valid Florida Driver's License required.
 Help Desk Analyst Certification desirable.

NOTES

Computer software skills may be required as specified by the department.
 Pre-employment medical examination required; including satisfactory drug screening.
 Normal color vision as required by work.
 On-call work required.
 Able to lift up to 25 pounds.

Examples of Work:

EXAMPLES OF WORK**

ESSENTIAL JOB FUNCTIONS

Depending on area of assignment:

Logs and classifies user queries, requests, and problems in support of the various computer, network, and telephone systems.

Assist in resolution of routine user requests, support queries and problems.

Performs routine computer operations, i.e. mounting/dismounting tapes, loading paper in printers.

Keeps records of labor and materials.

Attends work on continuous and regular basis.

NON-ESSENTIAL JOB FUNCTIONS

May configure, test, and install microcomputers.

May repair, adjust, clean, or replace faulty equipment.

May perform routine preventive maintenance and minor adjustments on equipment.

May analyze and determine whether a trouble report is a repair or operational problem and determine which department, agency or vendor needs to be notified. May be responsible for ensuring follow-up on problems referred to others.

May input data and systems queries using a video terminal.

May perform routine clerical tasks related to the operations of the data center, such as separating, bursting, and sorting output.

SUPPORT TECHNICIAN I - Page 2**TITLE CODE: 4035****Job Description**

May analyze system malfunctions to determine problem areas and implement appropriate corrective action.

Performs other related duties as assigned.

Selection Factors:**SELECTION FACTORS**

Depending on area of assignment:

Knowledge of the operation, adjustment, and care of standard mainframe and microcomputer equipment.

Knowledge of current principles, practices, and procedures of modern data processing.

Ability to keep records and prepare reports.

Thorough knowledge of occupational hazards and safety precautions of the work.

Thorough knowledge of office practices and procedures, business English, spelling, and commercial arithmetic.

Ability to communicate effectively, both orally and in writing.

Knowledge of computers and relevant software.

Ability to maintain security and confidentiality.

Ability to work effectively with co-workers and the general public.

Human Resources Department: Signed original on file in Human Resources /

Date

** This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job.

REVISION DATE: 12/1/94; 3/27/01.

ATTACHMENT D.1

Attachment 2

CITY OF GAINESVILLE LIST OF DEPARTMENTS*

Gainesville Regional Utilities	General Government
Accounting Department 301 SE 4th Avenue	Administrative Services 200 East University Avenue
Administrative Services 301 SE 4th Avenue	Assistant City Manager 200 East University Avenue
Billing & Records 301 SE 4th Avenue	Community Development Block Grant 200 East University Avenue
Conservation Services 301 SE 4th Avenue	Building Department 306 NE 6th Avenue
Control Area Services 301 SE 4th Avenue	City Commission 200 East University Avenue
Customer & Administrative Services 301 SE 4th Avenue	City Legal Department 200 East University Avenue
Customer Operations 301 SE 4th Avenue	Clerk of the Commission 200 East University Avenue
Deerhaven Generating Station 10001 NW 13 th Street	Communications and Marketing 200 East University Avenue
Duplication and Mailroom 301 SE 4th Avenue	Community Redevelopment Agency 200 East University Avenue
Electric Engineering 301 SE 4th Avenue	Computer Services 222 E. University Avenue
Electric Transmission & Distribution 555 S.E. 5 th Avenue	Economic Development 200 East University Avenue
Energy Delivery Administration 301 SE 4th Avenue	Equal Opportunity Department 200 East University Avenue
Energy Supply Administration 301 SE 4th Avenue	Facilities Management 405 NW 39th Avenue
Facilities Maintenance 301 SE 4 th Avenue	Finance, Management and Budget 222 E. University Avenue
Field Services 532 S.E. 5 th Avenue	Fire Rescue Department 427 South Main Street 1024 NE 14 th Street
Finance Department 301 SE 4th Avenue	Fleet Management 400 SE 5 th Avenue 481 NW 39 th Avenue
Financial Analysis & Budget 301 SE 4th Avenue	General Services 400 SE 5 th Avenue
Fuels Management 301 SE 4th Avenue	Housing Department 222 E. University Avenue
Gas & Electric Measurement 555 S.E. 5 th Avenue	Human Resources 222 E. University Avenue
GRU Com 301 SE 4th Avenue	Ironwood Golf Course 2100 NE 39th Avenue

ATTACHMENT D.1

Attachment 2

CITY OF GAINESVILLE LIST OF DEPARTMENTS*

Gainesville Regional Utilities	General Government
Information Systems 301 SE 4th Avenue	Office of City Auditor 200 East University Avenue
IT Application and Customer Services 301 SE 4th Avenue	Office of City Manager 200 East University Avenue
Kanapaha Wastewater Treatment Plant 6301 SW 63 rd Blvd.	Office of Management & Budget 200 East University Avenue
Kelly Plant 605 SE 3 rd Street	Parks, Recreation & Cultural Affairs 401 SE 21st Avenue 405 NW 39th Avenue 302 NE 6th Avenue, Bldg A
Marketing Department 301 SE 4th Avenue	Planning and Development Services Department 222 E. University Avenue
Meter Operation 532 S.E. 5 th Avenue	Police Department 721 NW 6th Street
Murphree Water Plant 1600 N.E. 53 rd Avenue	Public Works Department 806 NE 6th Avenue 405 NW 39 th Avenue
New Services Department 301 SE 4th Avenue	Regional Transit System 100 East 10th Avenue
Office of General Manager 301 SE 4th Avenue	Risk Management 222 E. University Avenue
Organizational Development 301 SE 4th Avenue	Small Business Development 200 East University Avenue
Power Engineering 301 SE 4th Avenue	Solid Waste 1024 NE 14 th Street
Power Systems 301 SE 4th Avenue	Strategic Planning 200 E. University Avenue
Real State 301 SE 4th Avenue	Traffic Engineering Department 306 NE 6th Avenue 405 NW 39th Avenue
Springhills Service Center 3805 NW 97 th Blvd.	
Stores 555 S.E. 5 th Avenue	
Strategic Planning 301 SE 4th Avenue	
Substations & Relay 555 S.E. 5 th Avenue	
Utilities Purchasing 301 SE 4th Avenue	

ATTACHMENT D.1

Attachment 2

CITY OF GAINESVILLE LIST OF DEPARTMENTS*

Gainesville Regional Utilities	General Government
Wastewater Collection 526 SE 5 th Avenue	
Water Distribution 526 SE 5 th Avenue	
Water/Wastewater Systems 301 SE 4th Avenue	

* List of departments and locations was compiled based on the most current information at the time. However, the list changes as departments are created, cease to exist or get combined with other departments. It's important to verify information with the facility representative requesting the service.



**GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA**

**ANNUAL CONTRACT FOR TEMPORARY PERSONNEL SERVICES FOR THE
CITY OF GAINESVILLE AND GAINESVILLE REGIONAL UTILITIES**

INVITATION TO BID NO. 2009 - 004

BID OPENING DATE: OCTOBER 17, 2008 AT 2:00 PM

CONTENTS

Section	
1.....	COMPLETED INVITATION TO BID NO. 2009 – 004
2.....	CERTIFICATIONS Certifications & Licensor MBE Certificate City of Gainesville Small Business Certification Alachua County Small Business Certification Occupational License DFWP Certificate Drug Abuse Policy Statement
3.....	REFERENCES Client References Open Ratings Past Performance Evaluations
4.....	GENERAL INFORMATION & RECRUITMENT Business Overview ITB 2009 - 004 TempForce Contacts Management Team & Staff Ordering Information Services Summary Recruitment Screening Evaluations Testing & Tutorial Packages Best Value for Our Customer E-Business Solutions Quality Assurance Procedures Policies & Procedures Quality Policy Timesheet Submission & Payroll Schedule Invoicing & Remittance Sample Invoices Insurance Protection Employment Policies & Compliance Employee Benefits Optional Benefits Summary Randstad University
5.....	ADDENDA (If applicable)

Section 1

COMPLETED
INVITATION TO BID
No. 2009 - 004

TEMPFORCE

Gainesville Regional Utilities
City of Gainesville, Florida

Invitation to Bid No. 2009 - 004

Annual Contract for Temporary Personnel
Services for the City of Gainesville and
Gainesville Regional Utilities



GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA

Invitation to Bid No. 2009 - 004

Issue Date: October 6, 2008

Bid Opening Date: October 17 2008 at 2:00 p.m.

**ANNUAL CONTRACT FOR TEMPORARY PERSONNEL SERVICES FOR THE
CITY OF GAINESVILLE AND GAINESVILLE REGIONAL UTILITIES**

Purchasing Representative:

E. Alexander Corvetto, Buyer Analyst
Purchasing Division
Phone: (352) 393-1209
Facsimile: (352) 334-2989
e-mail: corvettoea@gru.com

Gainesville Regional Utilities

Physical Address:
301 S.E. 4th Avenue
Gainesville, FL 32601


GAINESVILLE REGIONAL UTILITIES
**CITY OF GAINESVILLE, FLORIDA
INVITATION TO BID NO. 2009 - 004**

ISSUE DATE: October 6, 2008

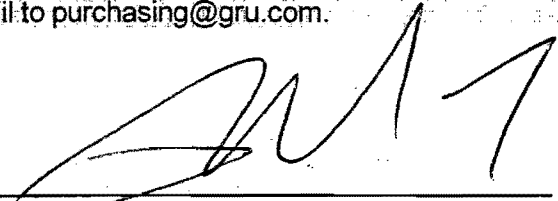
PROJECT: Annual Contract for Temporary Personnel Services

BID OPENING DATE: October 17, 2008 at 2:00 p.m.

Sealed bids will be received by the City of Gainesville, Florida, at Utilities Purchasing until 2:00 p.m., local time, on the bid opening 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 ten (10) days after bid opening, whichever is earlier. Bid prices may be read at the public bid opening, at the sole discretion of Utilities Purchasing. **Bids must be in the possession of Utilities Purchasing prior to bid call at 2:00 p.m. on the bid date.** Possession is defined as being physically received in Utilities Purchasing at the GRU Administration Building, 301 S.E. 4th Avenue, 3rd Floor, Gainesville Florida 32601. **The time clock located in Utilities Purchasing will be the official time for bid call. ANY BID RECEIVED AFTER THE BID CALL WILL NOT BE CONSIDERED.** Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. Bids must be completed and signed in ink in space(s) provided on the enclosed Bid form(s) and submitted in duplicate or bid will be subject to rejection. Bids may be submitted by facsimile or e-mail for certain Invitations to Bid. The Special Provisions will indicate whether a facsimile or e-mail bid will be accepted in response to the Invitation to Bid. (See Section 6.2 of the Instructions to Bidders for further details.)

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 may protest in writing to Utilities Purchasing 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 responsible bidder whose bid is determined by the City to be in its best interest. Notice of intended award shall be posted in Utilities Purchasing. Protests in respect to intended award must be filed within three calendar days of posting for purchases which do not require prior approval of the City Commission and within seven calendar days for purchases which require prior approval of the City Commission. It is the bidder's responsibility to be informed of the intended award and specific protest procedures.

Further information may be obtained by calling Utilities Purchasing at (352) 393-1240, during normal office hours, by faxing to (352) 334-2989 or by e-mail to purchasing@gru.com.



E. Alexander Corvetto, Buyer Analyst
Utilities Purchasing
(352) 393-1209

SECTION ONE

BID FORM

TO: City of Gainesville/Gainesville Regional Utilities
P.O. Box 147117, Mail Station A-130
Gainesville, Florida 32614-7117

PROJECT: Annual Contract for Temporary Personnel Services

PURCHASING REPRESENTATIVE (to be contacted for additional information on this Bid):

E. Alexander Corvetto, Buyer Analyst (352) 393-1209

BIDDER: Career Center, Inc. DBA TempForce

BIDDER'S ADDRESS: 1236 NW 18th Avenue Gainesville, Florida 32609

DATE: October 17, 2008

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

Carolynn Buchanan Telephone number: (352) 378-2300
(Name)

Fax number: (352) 371-2573

1.0 BIDDER'S CERTIFICATION.

1.1 In submitting this Bid, Bidder represents that:

a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____

b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner affect cost, progress, performance or furnishing of the Work.

1.2 BIDDER CERTIFIES (Check as Applicable):

X Bidder is a Minority Business Enterprise (as defined in §288.703(2), *Florida Statutes*), who is:

ATTACHMENT D.1

Invitation to Bid No. 2009 - 004
City of Gainesville
Gainesville Regional Utilities

State Certified X Federally Certified _____ Woman-Owned X

X Bidder is a Small Business Enterprise, defined as an independently owned and operated business concern that employs 200 or fewer permanent full-time employees, and that, with its affiliates, has a net worth of not more than \$5,000,000 (meeting all of the requirements of §288.703(1), *Florida Statutes*).

_____ Bid includes subcontracts which are Small Businesses and/or Minority Business and bidder agrees to supply a breakdown of the amounts paid to such enterprises upon submission of final pay request

X Bidder has implemented a drug-free workplace program which meets the guidelines of §287.087, *Florida Statutes*.

2.0 BIDDER ACKNOWLEDGES THAT:

X Bid is in full compliance with the Specifications

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

3.0 TAXES. The sums 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.

4.0 BID PRICES. The undersigned hereby proposes and agrees, if this bid is accepted, to perform the services of temporary personnel in the job classifications below, in accordance with the attached bid specifications for the billing rates listed below.

ATTACHMENT D.1

Invitation to Bid No. 2009 - 004
 City of Gainesville
 Gainesville Regional Utilities

The "Wage Rate \$/Hour equals 85% of the current, comparable regular General Government/GRU employee wage, and will be revised annually equal to the change in the regular employee wage. The Wage Rate \$/Hour times the All-inclusive Multiplier equals the Billing Rate.

	<u>Job Classification</u>	<u>Wage Rate \$/Hour</u>	<u>All-Inclusive Multiplier</u>	<u>Billing Rate</u>
1.	Account Clerk	\$11.44	<u>1.23</u>	\$ <u>14.07</u>
2.	Computer Assistant	\$13.59	<u>1.23</u>	\$ <u>16.72</u>
3.	Computer Programmer	\$14.81	<u>1.24</u>	\$ <u>18.36</u>
4.	Customer Service Rep.	\$10.49	<u>1.23</u>	\$ <u>12.90</u>
5.	Data Base Administrator	\$23.79	<u>1.24</u>	\$ <u>29.50</u>
6.	Drafter/Graphics	\$16.15	<u>1.23</u>	\$ <u>19.86</u>
7.	Housing Specialist	\$16.15	<u>1.23</u>	\$ <u>19.86</u>
8.	Human Resources Tech.	\$11.44	<u>1.23</u>	\$ <u>14.07</u>
9.	Instructor	\$14.81	<u>1.24</u>	\$ <u>18.36</u>
10.	Laborer (Skilled)	\$10.49	<u>1.495</u>	\$ <u>15.68</u>
11.	Laborer (Semi-Skilled)	\$9.83	<u>1.495</u>	\$ <u>14.70</u>
12.	Laborer (Unskilled)	\$8.43	<u>1.495</u>	\$ <u>12.60</u>
13.	Meter Reader	\$9.83	<u>1.495</u>	\$ <u>14.70</u>
14.	Programmer/Analyst	\$17.87	<u>1.24</u>	\$ <u>22.16</u>
15.	Recreation Aide	\$8.43	<u>1.23</u>	\$ <u>10.37</u>
16.	Support Specialist	\$16.15	<u>1.23</u>	\$ <u>19.86</u>
17.	Support Staff	\$9.10	<u>1.23</u>	\$ <u>11.19</u>
18.	Support Staff I	\$10.03	<u>1.23</u>	\$ <u>12.34</u>
19.	Support Staff II	\$13.59	<u>1.23</u>	\$ <u>16.72</u>
20.	Systems Analyst	\$23.79	<u>1.24</u>	\$ <u>29.50</u>
	Multiplier for other Job Classifications not listed		<u>1.23</u>	

Additional Pricing Information:

Check "yes" or "no" to indicate if the costs of the following tests are included in the Billing Rate as bid. If "no" is checked, please indicate the cost per test. City staff will request such tests as required by the job requirements.

Health Assessment Test

Included in the Billing Rate?

Yes No If No, \$ _____/per test

Drug Screening Test

Included in the Billing Rate?

Yes No If No, \$ _____/per test

Criminal Background Check

Included in the Billing Rate?

Yes No If No, \$ _____/per test

Credit Record Check

Included in the Billing Rate?


Yes No If No, \$ _____/per test

Bid Submittals attached (see Item 12 of the Special Provisions)

(SEAL)

Career Center, Inc. DBA TempForce

1236 NW 18th Avenue Gainesville, Florida 32609
[Individual, partnership, or company name, address
and State of incorporation, as applicable]

BY: 
Signature
Typed Name: Carolynn Buchanan

Title: Owner / Manager

[If bidder is other than an individual (i.e., company, partnership, or corporation), include authorization for the above individual to sign on behalf of the proposer.]

Section 2

CERTIFICATIONS

TEMPFORCE

Gainesville Regional Utilities

City of Gainesville, Florida

Invitation to Bid No. 2009 - 004

Annual Contract for Temporary Personnel

Services for the City of Gainesville and

Gainesville Regional Utilities



PEOPLE
POWER PERFORMANCE

TEMPFORCE

CERTIFICATIONS

MBE Certification

Career Center, Incorporated, DBA TempForce of Gainesville, has been a State of Florida Certified Minority Business Enterprise since 1988. Enclosed is a copy of our current state certification.

SBE Certification

Career Center, Incorporated, DBA TempForce of Gainesville, became a Certified Small Business Enterprise with the City of Gainesville in November 2007 and with Alachua County in October 2007. Enclosed are copies of our current certifications.

Occupational License

Enclosed is a copy of our current occupational license which is renewed annually.

Drug-Free Workplace Certification

TempForce has been a certified drug-free workplace since January of 1995. A copy of our Drug-Free Workplace Certification and our Drug Abuse Policy Statement are enclosed.

We will provide updated copies of all renewed certifications as requested and/or required.



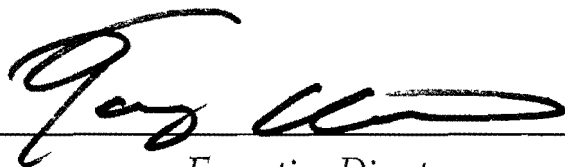
State of Florida

Certification

Career Center, Inc. dba Temp Force

is certified as a Minority Business Enterprise under
the provisions of Chapter 287, Florida Statutes for
a one year period from:

September 2, 2008 to September 2, 2009



Executive Director

*Florida Department of Management Services
Office of Supplier Diversity*



CITY OF GAINESVILLE
SMALL BUSINESS PROCUREMENT PROGRAM

CAREER CENTER, INC. D/B/A TEMP FORCE

is a Qualified Local Small Business
under the provisions of the City of Gainesville's Small Business Procurement Program

Shaad Rehman
Small Business Procurement Program Coordinator

Valid for a 36-month period expiring:

11/10/2010

Vendor ID: **#VC0000003590**



Search:

All Words

[Your Government](#)

Alachua County Government Portal

Small Business Directory

[Small Business Main Page](#) | [Small Business Directory](#)

Search for Products and Services:

[Financial Services](#) [Insurance](#) [Legal Services](#) [Marketing](#) [Real Estate](#) [Retail](#) [Technology](#) [Transportation](#)

CAREER CENTER, INC. DBA TEMPFORCE

1236 NW 18TH AVENUE, GAINESVILLE, FL 32609

Contact: CAROLYNN BUCHANAN

Email: cbuchanan@tempforce.net

Business Tel: (352) 378-2300

Fax Number: (352) 371-2573

Cert. Type: SMALL

Description:
EMPLOYMENT STAFFING AGENCY

Number of records found: 1

You may download an [application form for Small Business Registration](#) here. Please mail it to Alachua County Equal Opportunity Division, PO Box 1467, Gainesville, FL 32602 to be considered for entry into the directory.

- [Home](#)
- [About Us](#)
- [Contact Us](#)
- [Organizational Layout](#)
- [Mission Statement & Values](#)
- [Complaint Processing Flow](#)
- [Small Business Program](#)
- [BO Advisory Committee](#)
- [University Council](#)
- [Citizens' Disability Advisory Committee](#)
- [Fair Housing & Human Rights Committee](#)
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Submit or Check Service Request



LIVE WEB HELP
Off Line at this time
Leave A Message

[Click for Live Web Help](#)



W3C WAI-AA WCAG 1.0

Return to Business Tax Page



CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2008
AND ENDS SEPTEMBER 30, 2009

BILLING AND COLLECTIONS OFFICE
TREASURY DIVISION OF THE FINANCE DEPARTMENT

BUSINESS TAX NO.

Please display in your
place of business

btmail@cityofgainesville.org

Preparing Business Tax Receipt...

25541

BUSINESS NAME AND MAILING ADDRESS



TEMPFORCE (CAREER CENTER, INC. D/B/A)

1236 NW 18TH AVE
GAINESVILLE, FL 32609

BUSINESS LOCATION

1236 NW 18TH AVE

BUSINESS PHONE

352-378-2300

BUSINESS E-MAIL

cbuchanan@tempforce.net

Thank you for paying your business taxes for the period October 1, 2008 – September 30, 2009.

Total paid: \$210.00

APPROVED MB/FINANCE DIRECTOR



28710F0E238840CD63867AF8F63AF8CC

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DO NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

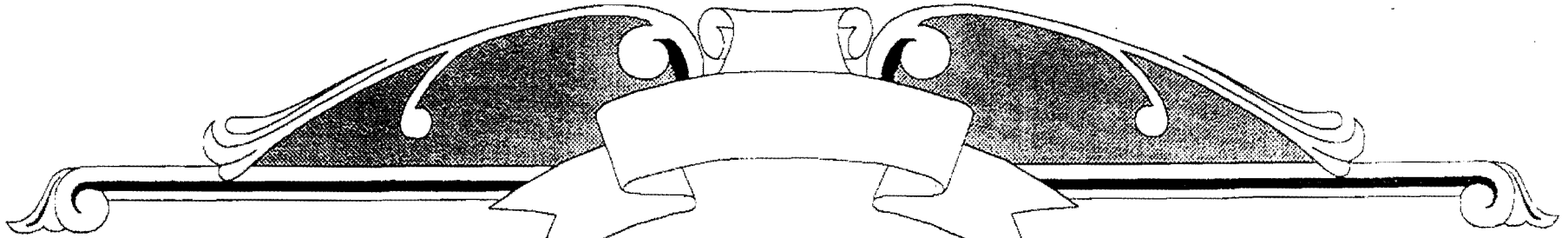
THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email btmail@cityofgainesville.org

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO btmail@cityofgainesville.org OR TO WEB SITE <http://eservices.cityofgainesville.org>

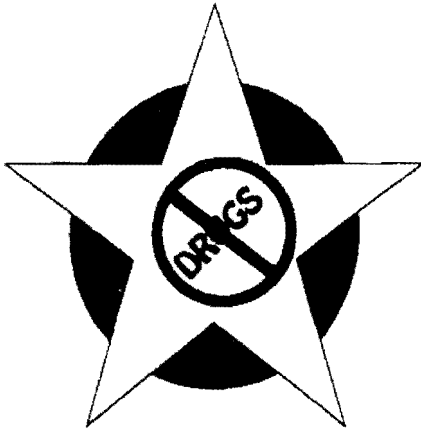


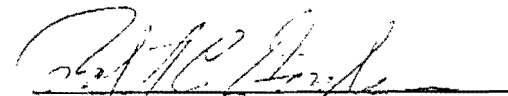
The Gainesville Area Chamber of Commerce's
Business Against Narcotics and Drugs Committee

Congratulates:

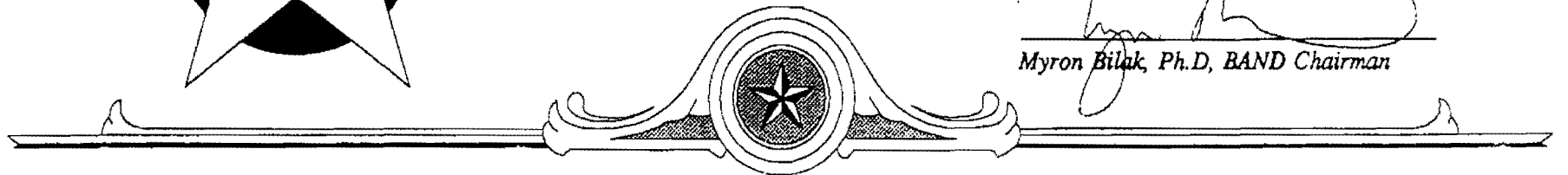
Temp Force

On recognizing the importance of
implementing and enforcing
a drug free workplace policy




Robert C. Douglass, Chamber President


Myron Bilak, Ph.D, BAND Chairman



ATTACHMENT D.1

NOTICE TO EMPLOYEES AND JOB APPLICANTS

DRUG ABUSE POLICY STATEMENT

TempForce has established a Drug-Free Workplace Program. This policy is implemented pursuant to Florida Statute 440.101. et. seq. which provides that an employee who violates any portion of the Drug-Free Workplace Program will forfeit all eligibility for medical and indemnity benefits under the Florida Workers' Compensation Act.

An employee violates the Drug-Free Workplace Program by testing positive in a confirmed test for drugs. Refusal to cooperate in the drug testing procedure is equivalent to testing positive.

TempForce is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any TempForce employee illegally uses drugs on the job, comes to work under the influence, or possesses, distributes, or sells drugs in the workplace. Therefore, TempForce has established the following policy:

1. It is a violation of company policy for an employee to possess, sell, trade, or offer for sale of illegal drugs or otherwise engage in the illegal use of drugs on the job.
2. It is a violation of company policy for anyone to report to work under the influence of illegal drugs.
3. It is a violation of company policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications).
4. Violations of this policy are subject to disciplinary action up to and including termination.
5. This company has adopted testing practices to identify employees who use illegal drugs either on or off the job. It shall be a condition of employment for all employees to submit to drug testing under the following circumstances:
 - Upon reasonable cause to suspect drug use
 - Upon the return from a leave of absence
 - As a follow up to a rehabilitation program
 - Arrest or conviction for drug related offenses
 - Upon information that an employee has caused or contributed to an accident while at work
 - On a random, unspecified basis
 - Any job that includes working on or around any type of machinery
6. An employee will be informed within five working days after receipt of a positive confirmed test result. The company will provide a copy of the test result to the employee if requested.
7. An employee who receives a positive confirmed drug test may contest or explain the result to the Company within five (5) working days after written notification of the positive drug test result. If an employee's explanation or challenge is unsatisfactory to the Company, the employee may contest the drug test result pursuant to 38F-9.009 Fla. Admin. Code. A separate form to contest the results of a positive test is available for your use.
8. An employee is responsible to notify the laboratory of any administrative or civil court action brought by him/her challenging the drug test.
9. TempForce may test for the presence or possession of the drugs by brand name, common name, or chemical name as stated in the attached listing.

ATTACHMENT D.1

Drug testing will normally be accomplished by testing a sample of urine. In the event of an alcohol test, blood will be used as the initial and confirmation test for alcohol. The individuals collecting the samples shall, to the extent possible, respect your privacy. If, however, there is reason to believe that an employee has tampered with the sample, re-testing may be conducted in the presence of the collector.

TempForce shall pay the cost of the initial and confirmation drug tests given to employees. Employees shall pay the cost of any additional drug tests.

No continued employment decision will be made on the basis of the initial drug screen. A confirming test will be conducted prior to any employment decisions.

The result of any drug test shall be kept confidential and released only to appropriate TempForce and client officials for evaluation of an employee's suitability for such employment.

An employee must report in writing to the TempForce staff administering the test the use of prescription or non-prescription medication before and after being tested. A separate form is provided for this purpose. The employer will also provide the names of the most common medications by brand or common name that may alter or affect a drug test. Additionally, employers may report the use of any prescription or non-prescription medication on a form provided by the Florida Department of Health and Rehabilitative Services (HRS) which must be completed prior to submitting to a drug test.

An employee may also contact a local alcohol and rehabilitation program. Some of the programs where help is available in your area are listed on the attached sheets.

All employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medications.

I voluntarily release TempForce and its clients from liability for any claims and damages that may incur in taking such tests, as a result of such tests, from their administration, and/or from consideration of the results.

I have read (or have had read to me) and fully understand all of the terms and conditions of this agreement and consent form and agree in full with them.

Employee Signature

Date

____ - ____ - ____
Social Security Number

Witness (TempForce Representative)

Date

Section 3

REFERENCES

TEMPFORCE

Gainesville Regional Utilities

City of Gainesville, Florida

Invitation to Bid No. 2009 - 004

Annual Contract for Temporary Personnel

Services for the City of Gainesville and

Gainesville Regional Utilities



PEOPLE
POWER PERFORMANCE

TEMPFORCE

TEMPFORCE CLIENT REFERENCES

Client Reference Information

- Santa Fe Community College, Human Resources
3000 N.W. 83rd Street, Gainesville, FL 32606
Lela Elmore, Human Resources Coordinator
lela.elmore@sfcc.edu
352-395-5420
Current Contract July 2007 - June 2012 with a renewal option for an additional 5 years
- University of Florida, Purchasing and Disbursement Services
102 Elmore Hall, P.O. Box 115250, Gainesville, FL 32611
Amie Scanio Dingle, Purchasing Coordinator
ascanio@ufl.edu
352-392-1331, Ext. 212
Current Contract September 2007 - June 2010 with a renewal option for up to 2 additional years
- Alachua County Administrative Services
12 SE 1st Street, P.O. Box 1467, Gainesville, FL 32602-1467
Larry Sapp, Purchasing Manager
lsapp@alachuacounty.us
352-374-5202
Current Contract October 2008 - September 2009 with a renewal option for up to 2 additional years

We have included a Supplier Performance Review conducted by Open Ratings, Inc. The report contains a Past Performance Evaluation which is an assessment of likely overall performance, and a SIC-level benchmark, which indicates where Career Center, Inc. DBA TempForce's Overall Performance Rating falls in comparison to other rated companies in our SIC group. This report also provides Detailed Performance Ratings for key aspects of our performance.

Date: 05/22/07

Past Performance EvaluationSM

D-U-N-S Number for this company: 18-720-0691

The Supplier Performance Review is a report on a single company. This report is divided into four sections:

1. Company Overview

Contains basic location, contact, and operating data available on the company being evaluated.

2. Supplier Performance Ratings

Provides the supplier's Overall Performance Rating, which is an assessment of likely overall performance, and a SIC-level benchmark, which indicates where the supplier's Overall Performance Rating falls in comparison to other rated companies in it's SIC group. This section also provides Detailed Performance Ratings for key aspects of supplier performance.

3. Buyers Surveyed

Indicates the industries of the companies that have recently provided ratings on this supplier. Individual raters are not identified in order to preserve confidentiality.

4. Distribution of Feedback

Provides a breakdown of the survey responses received from raters of this supplier. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4).

1. COMPANY OVERVIEW (From Dun & Bradstreet records)

Primary Name:	CAREER CENTER INC	Year Started:	1979
Alternate Names:	Temp Force, TEMP FORCE	Year of Current Control:	1979
Address:	1236 North West 18th Ave Gainesville, Florida 32609	Annual Sales:	\$15,000,000
Telephone Number:	352 378-2300	Total Employees:	11 total
D-U-N-S[®] Number:	18-720-0691	SIC/Line of Business:	7363/Help supply services



Date: 05/22/07

Past Performance Evaluation™

D-U-N-S Number for this company: 18-720-0691

2. SUPPLIER PERFORMANCE RATINGS

Open Ratings calculates supplier performance scores using a sophisticated algorithm that takes into account the amount of information available on a supplier, the recency of the information, and the accuracy of the raters. Ratings range from 0 to 100, however, this is not a percentile score.

Overall Performance Rating

92 ○○○○○

Indicative of likely overall performance

SIC Level Quintile

Bottom Top

SIC: 7363/Help Supply Services

Detailed Performance Ratings

0 25 50 75 100

RELIABILITY:

How reliably do you think this company follows through on its commitments?



COST:

How closely did your final total costs correspond to your expectations at the beginning of the transaction?



ORDER ACCURACY:

How well do you think the product/service delivered matched your order specifications and quantity?



DELIVERY/TIMELINESS:

How satisfied do you feel about the timeliness of the product/service delivery?



QUALITY:

How satisfied do you feel about the quality of the product/service provided by this company?



BUSINESS RELATIONS:

How easy do you think this company is to do business with?



PERSONNEL:

How satisfied do you feel about the attitude, courtesy, and professionalism of this company's staff?



CUSTOMER SUPPORT:

How satisfied do you feel about the customer support you received from this company?



RESPONSIVENESS:

How responsive do you think this company was to information requests, issues, or problems that arose in the course of the transaction?





Date: 05/22/07

Past Performance Evaluation™

D-U-N-S Number for this company: 18-720-0691

3. BUYERS SURVEYED

The most recent feedback obtained on this supplier came from companies in the following industries.

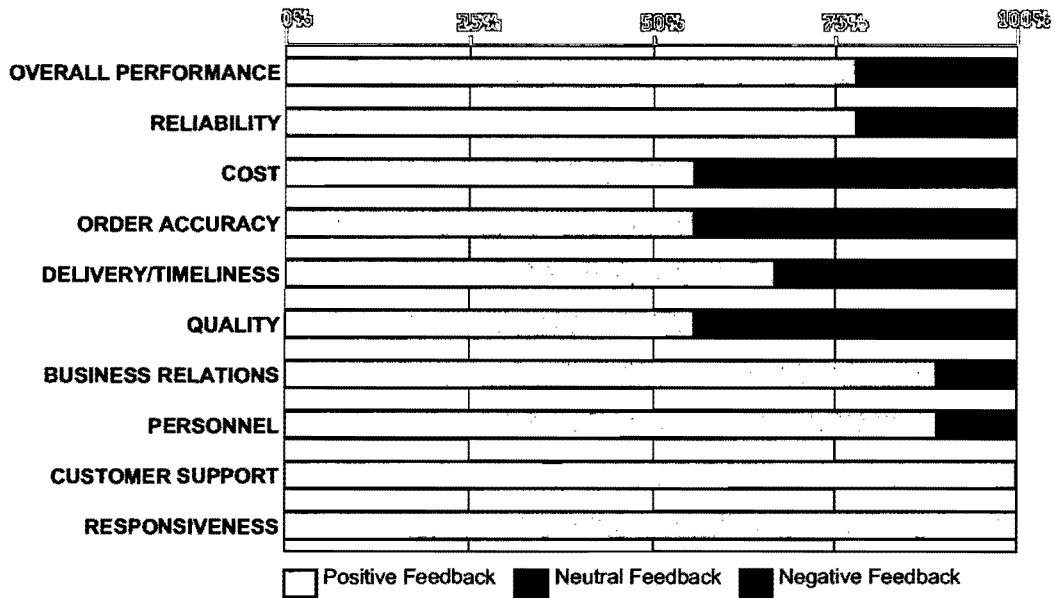
SIC/Line of Business:

- Unknown/not available
- 3826/Analytical instruments
- 4939/Combination utilities, nec
- 5651/Family clothing stores
- 7363/Help supply services
- 8221/Colleges and universities
- 8322/Individual and family services
- 8641/Civic and social associations

Number of surveys completed during the past 30 days is 9.

4. DISTRIBUTION OF FEEDBACK

This supplier's ratings were based in part on survey feedback from past customers. This chart provides a breakdown of the survey responses received from customers in the last 12 months. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4). The percentages of responses falling into each category are shown below.



Note: The supplier ratings set forth above represent the opinions of the surveyed customer references and not those of Open Ratings or Dun & Bradstreet. Some references may not have provided ratings for all performance aspects.

This report is provided under contract solely for use by the customer and a third party as designated by the customer. It is compiled from sources Open Ratings and D&B do not control and whose information, unless otherwise indicated in the report, has not been verified. In providing this report Open Ratings and D&B do not assume any part of the user's business risk, do not guarantee the accuracy, completeness or timeliness of the information and shall not be liable for any loss or injury resulting from reliance on this report or arising out of or caused, in whole or in part, by Open Ratings' or D&B's acts or omissions in preparing this report.

Section 4

**GENERAL INFORMATION
AND RECRUITMENT**

TEMPFORCE

Gainesville Regional Utilities

City of Gainesville, Florida

Invitation to Bid No. 2009 - 004

Annual Contract for Temporary Personnel
Services for the City of Gainesville and
Gainesville Regional Utilities



PEOPLE
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TempForce

BUSINESS OVERVIEW

TempForce of Gainesville, a franchised affiliate of Randstad, opened in May of 1985 and is independently owned and operated by Carolyn Buchanan who has worked in the staffing industry since 1977. With over 30 years of experience and the level of service she provides to her clients, TempForce has become a major player in the Gainesville market. Our office has been successful in staffing supplemental personnel for numerous companies and government offices. TempForce is a State Certified Minority Business Enterprise, a Certified Small Business Enterprise with the City of Gainesville and Alachua County and a Certified Drug-Free Workplace. Carolyn is actively involved in the day to day operations of TempForce affording our clients the ability to go straight to the top for specialized programs or decision making.

As a leading provider of personnel services to business, professional, government and service organizations, TempForce specializes in staffing office clerical, administrative, executive office, paraprofessionals, creative, finance and accounting, call center, technical/IT, light industrial and career professional temporary and temporary to hire talent. We also offer quality assistance in recruiting, locating, researching, screening and qualifying candidates for Direct Hire positions. Some of our current contracts and customers we provide with our staffing services include Alachua County Administrative Services, City of Gainesville, Gainesville Regional Utilities, University of Florida, Santa Fe Community College, Department of Veterans' Affairs Medical Center, Nordstrom Distribution Center, Florida Department of Transportation/State Materials Office, Invivo Diagnostics and Regeneration Technologies, Inc.

We also offer additional services for our clients such as creation of operations and training manuals, assistance in creating policies and procedures, staff training and consultation on human resource issues.

Experience, commitment, quality service, national systems support and a passion for the business back the service TempForce of Gainesville provides.

MISSION STATEMENT

To provide innovative staffing solutions which exceed our clients' expectations and thereby provide career growth for our talent and financial growth for our clientele.



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TEMPFORCE

TEMPFORCE CONTACTS

Gainesville Regional Utilities and the City of Gainesville Invitation to Bid No. 2009 - 004

The primary contacts responsible for this Invitation to Bid are as follows:

Carolynn Buchanan
Owner and Manager
(352) 378-2300 Ext. 19
cbuchanan@tempforce.net

Amber Buchanan
Manager and Director of Customer Relations
(352) 378-2300 Ext. 17
abuchanan@tempforce.net

In addition, our internal staff includes:

Suzanne Ojeda-Clark, *Operations Manager*
Lou Carlton, *Staffing Division Manager*
Sharon Armstrong, *Staffing Administrator*
Tanya Frierson, *Business Development Manager*
Sandra Gonzalez, *Payroll Administrator*
Jamie Sweigard, *Account Administrator*
Tracy Meisel, *Senior Office Assistant*
Erin Powell, *Staff Assistant*
Laura Thompson, *Office Assistant*

Our office location is:

1236 NW 18th Avenue
Gainesville, Florida 32609



PEOPLE
POWER PERFORMANCE

TempForce

TEMPFORCE MANAGEMENT TEAM AND STAFF

We understand that in order for our relationship to be successful, the commitment and resources of our entire organization is needed. Our team management approach to service will ensure TempForce meets our client's standards for service. While our staffing administrators will be available to coordinate all placements and handle any service issues, you will also have full access to senior management as needed. In addition, regularly scheduled account reviews will take place with appropriate management to proactively address any needs or issues.

Carolynn Buchanan

President/Owner, TempForce of Gainesville

With over 30 years of extensive human resource experience in analyzing staffing requirements and providing cost effective solutions, Carolynn provides hands-on management of daily operations, quality assurance and satisfaction of all customers. She will ensure that the service to all our clients is exceptional.

Suzanne Ojeda-Clark

Operations Manager

Suzanne began her career with TempForce in October of 1992 as a Staffing Coordinator and then as our Executive Assistant. Utilizing her years of experience Suzanne moved to Operations Manager in May of 2006 expanding her responsibilities to include billing management and administration of daily operations.

Amber Buchanan

Manager and Director of Customer Relations

Part of the TempForce team since 1996, Amber began in the staffing division and moved to her current position in 2001. She manages the daily administration of our office and staff. She is responsible for all client and talent relations as well as the creation and implementation of our local marketing and training programs.

Lou Carlton

Staffing Division Manager

Lou began with TempForce as a Staffing Administrator in June of 2000 focusing primarily on staffing office clerical positions. She became the Staffing Division Manager in 2001 adding to her responsibilities the supervision of our entire staffing team. Prior to coming to TempForce Lou worked 23 years in customer service including 18 years in management.

Sharon Armstrong

Staffing Administrator

Sharon joined our team in June of 2007, as a Staffing Administrator with a concentration in staffing industrial, clerical and technical positions. She has 12 years experience in business administration and human resources and 3 years of working in the staffing industry.

ATTACHMENT D.1

Tanya Frierson

Business Development Manager

In June of 2004, Tanya joined TempForce as a Staffing Administrator bringing with her over 9 years experience in customer service including 4 years of management. Her position transitioned to Business Development in August 2008 to include a focus in new business research and marketing.

Sandra Gonzalez

Payroll Administrator

With several years of customer service experience Sandra joined the TempForce team as the Front Office Receptionist in May of 2004. She moved to Payroll Administrator in March of 2006, her work involves all phases of payroll processing and employment verification.

Jamie Sweigard

Account Administrator

In September of 2006, Jamie was hired by TempForce as our Front Office Administrator bringing over 10 years of customer service experience as an addition to our team. In January 2008 she began in her current position as an Account Administrator responsible for overseeing specific principal accounts.

Tracy Meisel

Senior Office Assistant

Tracy started with TempForce as an Office Assistant in 2004. In May of 2006 her responsibilities expanded to include file retention accuracy, assisting our Staffing Division with screening and processing applicants and administrating special projects.

Erin Powell

Staff Assistant

Erin began with TempForce in July 2008 as an Office Assistant in our front office. She recently transitioned to work as a Staff Assistant in our Staffing Division assisting with our applicant screening process including processing references and employment verifications to assist in determination of hire.

Laura Thompson

Office Assistant

In May of 2008, Laura was hired as a part-time Office Assistant. She assists with the daily operations of our front office while also attending college.

We strive to insure all the needs of our clients are met with quality and expedience.



PEOPLE
POWER PERFORMANCE

TEMPFORCE

ORDERING INFORMATION

Procedures to place an order with TempForce are simple and we work hard to ensure prompt response with little turn around time of two days or less in providing solutions to your staffing needs.

Placing Orders

- Call your orders into our office at 352.378.2300 and any of our trained staff will be able to take the relevant information for your order. It will be forwarded to our Staffing Division immediately and we will begin the process of locating the ideal candidate for your need.
- You may contact your Staffing Administrator directly at either the above number or by email:

Lou Carlton, Manager, Staffing Division
lcarlton@tempforce.net

Sharon Armstrong, Staffing Administrator, Staffing Division
sarmstrong@tempforce.net

- You may also submit your order through e-Procurement available as part of our RandstadWorks Product. This procedure emails all internal staff when a new order has been submitted. Our staffing division will follow up immediately upon receipt to confirm and discuss our available candidates.



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TempForce

SERVICES SUMMARY

TempForce gives you the highly productive workforce you need to stay competitive and the flexibility you need to stay profitable. We are your Human Resource partner, providing customized answers to your staffing requirements. We work with you to develop an individualized staffing plan that gives you the power to overcome obstacles in the way of your human capital management goals.

Recruiting, Screening and Evaluating

TempForce's reputation attracts the most professional, highly skilled employees in the market, plus we aggressively recruit employees with the specialized skills needed for today's economy. We utilize the highest recruitment standards including:

- Talent Retention Programs – Competitive Benefits, Reward/Recognition Programs
- Individual Interviews
- Testing and Skills Evaluations
- Carefully Checked References and Previous Employment Verification
- Personality and Motivation Profiling
- Detailed Background Checks
- Drug Screening

Customized Screening

Throughout our recruitment and selection processes we also have the ability to customize screening programs according to our client's requirements. These programs may include:

- Additional Drug Screening
- Expanded Background Investigations
- Education Verifications
- Motor Vehicle Record Checks
- Consumer Credit Reports
- Health Assessments

Flexible, Prompt and Precise Staffing

- Rapid response to business changes
- Peak period staffing
- Planned staffing during vacation and leave periods
- Increased control over staffing costs and expenses
- Ability to adjust staffing on a per-project basis
- Supplement existing staff with additional skills and expertise
- Staff office clerical and professional positions with a ninety-five percent (97%) annual fill rate
- Staff industrial positions with a ninety-two percent (95%) annual fill rate

Training

- Tutorials computerized and available via the Internet for specific skills and software
- TempForce Workplace Safety Orientation
- Customized Orientation and/or Safety Training as required by clientele

Cost Management

- Staff costs appropriate for the project
- Minimal training expenditures
- No recruiting costs
- No payroll or benefits administration

Direct Hire Staffing Services

- Eliminate the "hiring hassle" involved in recruiting, interviewing and screening applicants
- Take advantage of proven systems to evaluate skill level, aptitude and work habits
- Use our services to provide thorough background screenings
- Benefit from the expertise of a TempForce staff member
- Feel secure in your hiring decision with our replacement guarantee



PEOPLE
POWER PERFORMANCE

TempForce

RECRUITMENT

Our recruitment procedures are comprehensive and aggressive. In order to service our clients effectively and have qualified, first-rate candidates for their positions, we must stay on the leading edge of recruitment and retention.

Throughout the country, our affiliates have full time recruitment managers, and TempForce of Gainesville is no exception. We have developed incentive referral programs, we participate in community and college job fairs, we perform educational presentations for middle school grade levels up through college including continuing education classes at Santa Fe Community College and these are just some of the many ways we actively recruit throughout Gainesville and surrounding communities. A more thorough list of our recruitment sources are:

- Employee and Client Referrals
- Classified Advertising
- Online Recruitment & Advertising Services
- The TempForce of Gainesville Website (www.tempforcegainesville.com)
- Job Fairs
- Community Participation

We continually network and foster relationships with community organizations, churches, women's groups and trade schools. Through our aggressive efforts in the recruitment arena, we have developed successful resources.

TempForce works very hard to develop relationships with our talent and cultivate an environment which they will enjoy working in and will be encouraged to refer others to join.



SCREENING

At TempForce, our purpose is to attract, test and hire the most qualified individuals to meet the needs of our clients. We strive to provide the most exemplary services possible to ensure that both the client and talent are working toward common goals with an understanding that they are each a part of creating success. With that in mind, we have developed stringent talent screening criteria that are strictly adhered to.

Pre-Interview

The pre-interview is the first interaction between a talent and our company. The purpose of the pre-interview is to build rapport with the talent while assessing their potential suitability for employment. The pre-interview may be initiated by telephone or walk-in inquiry. In either case, it is conducted prior to proceeding with the selection process and consists of questions regarding skills, experience, and other applicable qualifying questions. When appropriate, the interview process is then scheduled.

Written Application

Each candidate fills out a pre-employment application which allows TempForce to review availability, education, skills and work history.

Interview

The interview is considered a mini-assignment. The talent is evaluated on his/her ability to follow instructions, demonstrated behaviors and interaction with the TempForce staff. This is often a good reflection of how a talent will represent our company and themselves at our client's place of business.

Detailed information is gathered regarding previous employment, education and availability. Additional information regarding the talent's environmental, supervisory and job task preferences are gathered. Our staff takes the time to get to know each talent to determine his or her employment interests and strengths through a variety of open-ended questions. Each skill the talent has is further verified by asking specific questions related to the skill.

Skills Evaluation

In order to verify a talent's skills and skill level, comprehensive evaluations are conducted using various testing systems. See the section titled *Evaluations* in our proposal for additional details.

Reference Checks

To ensure that an appropriate hiring decision is made, professional and personal reference checks are completed for each talent. The reference checks are conducted in order to obtain information regarding a talent's precise experience such as dates of employment, job responsibilities, reliability, work behaviors and eligibility for rehire.

Background Screening

As a standard hiring procedure, all talent is required to have a criminal background screen completed before beginning an assignment. We require information on all locations an applicant has resided and/or been employed in for a minimum of 10 years back when available. Additional information on our criminal background screenings can be found under the *Employment Policies* section of our proposal.

Pre-Employment Drug Screen

TempForce is a certified Drug-Free Workplace; therefore, all new talent is required to pass a pre-employment drug screen before they begin work of a 3, 5 or 8 panel test, determined upon client requirements. Additional information on our drug screening procedures can be found under the *Employment Policies* section of our proposal.



PEOPLE
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TempForce

EVALUATIONS

Based on a talent's interview, the appropriate skill evaluations are determined and administered. The evaluation process is customized to the individual and/or client. We administer both written and computerized skill testing as well as dexterity testing as required.

General Office Aptitude Test (G.O.A.T.)

G.O.A.T. is a written test administered to all office clerical, secretarial and office administration talent registered with TempForce. The areas evaluated in this test are:

- Math
- Filing
- Coding
- Proofreading
- Following Instructions

Dexterity Testing

Assessment tools designed by The Psychological Corporation are utilized to test and evaluate talent for related job skills needed in assembly or production type positions.

Skills and Behavioral Assessments

In an effort to demonstrate our commitment to excellence, TempForce has implemented the Kenexa Prove It!® Assessments program available via Internet and PC. This high-tech testing, screening and training system enables TempForce to identify a talent's areas of strength and evaluate his or her ability to successfully perform on the job. As new programs become available to the marketplace, we routinely update our assessments and tutorials.

This system allows us the ability to provide over 800 validated assessments for clerical, software, call center, behavioral, financial, healthcare, legal, industrial and technical job classifications. The exercises simulate the actual software package and/or operation and function in an interactive mode with the talent. The results are detailed and designed to recognize a talent as beginner, intermediate or advanced identifying highly qualified candidates and training needs quickly and easily.

Following is our current list of available assessments and tutorials.

TempForce Assessments & Tutorials

Powered by Kenexa Prove It!®

Software Titles

Adobe Acrobat 6.0 Standard
 Adobe Illustrator CS
 Adobe InDesign CS
 Adobe PageMaker 6.5
 Adobe Photoshop 5.5
 Adobe Photoshop CS
 Corel Presentations 9.0
 Corel Quattro Pro 9.0
 Corel WordPerfect 9.0 - Normal User
 Corel WordPerfect 9.0 - Power User
 Corel WordPerfect 9.0 - Whole Test
 Desktop Publishing Theory Skills
 FileMaker Pro 6
 Lotus 1-2-3 Millennium
 Lotus Freelance Graphics Millennium
 Lotus Notes 4.5 for Users
 Lotus Notes 4.6
 Lotus Notes 5.0 for Users
 Lotus Notes R5
 Lotus Word Pro Millennium
 Microsoft Access 2000
 Microsoft Access 2002
 Microsoft Access 2003
 Microsoft Access 97
 Microsoft Excel 2000 - Normal User
 Microsoft Excel 2000 - Power User
 Microsoft Excel 2000 - Whole Test
 Microsoft Excel 2002 - Normal User
 Microsoft Excel 2002 - Power User

Microsoft Excel 2002 - Whole Test
 Microsoft Excel 2003 - Normal User
 Microsoft Excel 2003 - Power User
 Microsoft Excel 2003 - Whole Test
 Microsoft Excel 97 - Normal User
 Microsoft Excel 97 - Power User
 Microsoft Excel 97 - Whole Test
 Microsoft Internet Explorer 5.0
 Microsoft Internet Explorer 6.0
 Microsoft Office 2000 Advanced Knowledge
 Microsoft Office 2000 Integration
 Microsoft Office 2003 Integration
 Microsoft Office 97 Integration
 Microsoft Office Advanced Knowledge
 Microsoft Office XP Integration
 Microsoft Outlook 2000
 Microsoft Outlook 2002
 Microsoft Outlook 2003
 Microsoft Outlook 98
 Microsoft PowerPoint 2000
 Microsoft PowerPoint 2002 - Normal User
 Microsoft PowerPoint 2002 - Power User
 Microsoft PowerPoint 2002 - Whole Test
 Microsoft PowerPoint 2003 - Normal User
 Microsoft PowerPoint 2003 - Power User
 Microsoft PowerPoint 2003 - Whole Test
 Microsoft PowerPoint 97
 Microsoft Project 2000
 Microsoft Project 2002

Microsoft Publisher 2002
 Microsoft Windows 2000
 Microsoft Windows 95
 Microsoft Windows 98
 Microsoft Windows NT 4.0
 Microsoft Windows XP
 Microsoft Word 2000 - Normal User
 Microsoft Word 2000 - Power User
 Microsoft Word 2000 - Whole Test
 Microsoft Word 2002 - Advanced Documents
 Microsoft Word 2002 - Normal User
 Microsoft Word 2002 - Power User
 Microsoft Word 2002 - Whole Test
 Microsoft Word 2003 - Advanced Documents
 Microsoft Word 2003 - Normal User
 Microsoft Word 2003 - Power User
 Microsoft Word 2003 - Whole Test
 Microsoft Word 97 - Normal User
 Microsoft Word 97 - Power User
 Microsoft Word 97 - Whole Test
 Netscape Navigator 4.77
 Peachtree Accounting 2003
 QuarkXPress 5 Advanced
 QuarkXPress 5 Basics
 QuickBooks Pro 2000
 QuickBooks Pro 2005
 Quicken 2003
 Summation Blaze 5.0

International Software Titles

Versions for French, German, Italian, Portuguese, Spanish and UK English

Microsoft Access 2000
 Microsoft Excel 2000 - Normal User
 Microsoft Excel 2000 - Power User
 Microsoft Excel 2000 - Whole Test

Microsoft Internet Explorer 5.0
 Microsoft Outlook 2000
 Microsoft PowerPoint 2000
 Microsoft Word 2000 - Normal User

Microsoft Word 2000 - Power User
 Microsoft Word 2000 - Whole Test

Versions for French, Italian, Spanish, and UK English

Typing - General [1 Minute Hardcopy]

Typing - General [1 Minute Onscreen]

Tutorial Titles

Microsoft Access 2000 Tutorial
 Microsoft Access 2002 Tutorial
 Microsoft Access 2003 Tutorial
 Microsoft Excel 2000 Tutorial
 Microsoft Excel 2002 Tutorial
 Microsoft Excel 2003 Tutorial
 Microsoft Internet Explorer 5.0 Tutorial
 Microsoft Office 2000 Integration Tutorial

Microsoft Office 2003 Integration Tutorial
 Microsoft Office XP Integration Tutorial
 Microsoft Outlook 2000 Tutorial
 Microsoft Outlook 2002 Tutorial
 Microsoft Outlook 2003 Tutorial
 Microsoft PowerPoint 2000 Tutorial
 Microsoft PowerPoint 2002 Tutorial
 Microsoft PowerPoint 2003 Tutorial

Microsoft Windows 2000 Tutorial
 Microsoft Windows XP Tutorial
 Microsoft Word 2000 Tutorial
 Microsoft Word 2002 Advanced Documents Tutorial
 Microsoft Word 2002 Tutorial
 Microsoft Word 2003 Tutorial
 Peachtree Accounting 2003 Tutorial
 QuickBooks Pro 2000 Tutorial

Office/Professional Titles

ACT! 2000 for Users
 Advanced Spelling
 Analytical Skills **NEW VERSION!**
 Basic Arithmetic
 Basic Computer Terminology
 Basic Numeric Conversion
 Basic Office Skills
 Basic Office Skills-No Math
 Basic Office Skills-No Verbal
 Basic Spelling
 Bookkeeping
 Business Etiquette
 Business Systems Analyst
 Business Writing
 Clerical Proofreading
 Coding
 Counting
 Comparison Skills
 Computer Literacy
 Corrective Proofreading - Independent Films
 Corrective Proofreading - Reply Letter
 Corrective Proofreading - Restaurant Review
 Customer Service Mindset Survey
 Data Entry 10 Key [Hardcopy]
 Data Entry 10 Key [Onscreen]
 Data Entry 10 Key Quick Test [Hardcopy]
 Data Entry 10 Key Quick Test [Onscreen]
 Data Entry 10 Key With Decimals [Hardcopy]
 Data Entry 10 Key With Decimals [Onscreen]
 Data Entry Alpha Numeric [Hardcopy]
 Data Entry Alpha Numeric [Onscreen]
 Data Entry Check Number Database [Hardcopy]

Data Entry Check Number Database [Onscreen]
 Data Entry Inventory Database [Hardcopy]
 Data Entry Inventory Database [Onscreen]
 Email Etiquette
 English as a Second Language
 Filing by Name
 Following Verbal Instructions [audio]
 Following Written Instructions
 French Canadian Basic Office Skills [No Math] **NEW!**
 French Canadian Basic Office Skills [No Verbal] **NEW!**
 French Canadian Basic Office Skills **NEW!**
 French Canadian Office Grammar and Spelling
 French-English Bilingual
 Human Resources Basics
 Human Resources Benefits Knowledge
 Internet Basics
 Internet Research Skills
 Interviewing & Hiring Concepts
 Italian-English Bilingual
 Listening Skills [audio]
 Macintosh Basics OS 9
 Mailroom Management Skills
 Marketing Fundamentals
 Matching - Alphanumeric
 Matching - Images
 Matching - Numeric
 Math Word Problems
 Numeric Filing
 Numeric Proofreading
 Office Abbreviations
 Office Filing Skills **NEW VERSION!**
 Office Grammar & Spelling

Office Management Skills
 Office Math Skills
 Payroll
 PeopleSoft HRMS
 Practice Typing Test - General [1 Minute Hardcopy]
 Practice Typing Test - General [1 Minute Onscreen]
 Proofreader's Marks
 Project Management for IT Professionals
 Project Management Fundamentals
 Punctuation
 Reading Comprehension **NEW VERSION!**
 Recruiting Fundamentals
 Retention
 Sales Concepts
 SAS 9 - Data Analyst
 Shorthand
 Software Quality Assurance
 Software Testing
 Spanish Basic Office Skills
 Spanish Basic Office Skills [No Math]
 Spanish Basic Office Skills [No Verbal]
 Spanish Office Grammar and Spelling **NEW!**
 Spanish-English Bilingual
 Technical Terminology
 Typing - General [1 Minute Hardcopy]
 Typing - General [1 Minute Onscreen]
 Typing - General [3 Minute Hardcopy]
 Typing - General [3 Minute Onscreen]
 Typing - General [5 Minute Hardcopy]
 Typing - General [5 Minute Onscreen]

Translation and Writing Samples

Translation Sample - English to French **NEW!**
 Translation Sample - English to Italian **NEW!**
 Translation Sample - English to Spanish **NEW!**
 Translation Sample - French Canadian to English **NEW!**
 Translation Sample - Italian to English **NEW!**
 Translation Sample - Spanish to English **NEW!**

Writing Sample - Advertising/Marketing
 Writing Sample - Collection Letter
 Writing Sample - Customer Service
 Writing Sample - Email
 Writing Sample - Market Research
 Writing Sample - Persuasive

Writing Sample - Sales Correspondence
 Writing Sample - Technical [List Form]
 Writing Sample - Technical [Paragraph Form]
 Writing Sample - Thank You Letter

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Accounting Titles

Accounting Terminology - Advanced **NEW!**
Accounting Terminology - Basic
Accounts Payable
Accounts Receivable
ADP - Payroll
Advanced Accounting
Bookkeeping - Professional
Business Income Tax
Canadian Accounts Payable

Canadian Accounts Receivable
Canadian Payroll
Corporate Tax Accounting
Cost Accounting
General Accounting
General Ledger Knowledge
Individual Income Tax
JD Edwards
MAS 90 - Bookkeeping

Partnership Tax Accounting
Payroll Clerk
Payroll Management
Peachtree Accounting 2003
QuickBooks Pro 2000
Quicken 2003
Reconciliation

Call Center Titles

Call Center 911 Operators
Call Center Advanced Spelling [audio]
Call Center Basic Spelling [audio]
Call Center Collections
Call Center Customer Service Scenario [audio]
Call Center Customer Service Survey
Call Center Data Entry [audio]
Call Center Environment [audio]
Call Center Inbound Sales Skills

Call Center Listening Skills [audio]
Call Center Outbound Sales Skills
Call Center Math
Call Center Reference Manual [audio]
Call Center Retention [audio]
Call Center Spanish-English Bilingual [audio]
Call Center Technical Support
Call Center Telephone Etiquette
Call Center U.S. Cities Spelling [audio]

Call Center U.S. Geographic Locations
Call Center U.S. State Abbreviations [audio]
Call Center World Geography
French Canadian Call Centre Customer Service Survey
French Canadian Call Centre Telephone Etiquette **NEW!**
Spanish Call Center Customer Service Survey
Spanish Call Center Telephone Etiquette **NEW!**

Financial Titles

Auditing
Bank Teller Skills
Basic Bank Teller Skills
Budget Aide Skills
Budget Officer Skills
BusinessObjects 5 - Client
Casualty Insurance - Automobile
Commercial Banking Knowledge
Commercial Collections
Commercial Insurance Knowledge
Credit Analyst
Credit Management
Customer Service Mindset Survey
Data Entry 10 Key [Hardcopy]

Data Entry 10 Key [Onscreen]
Data Entry 10 Key Quick Test [Hardcopy]
Data Entry 10 Key Quick Test [Onscreen]
Data Entry 10 Key with Decimals [Hardcopy]
Data Entry 10 Key with Decimals [Onscreen]
Data Entry Alpha Numeric [Hardcopy]
Data Entry Alpha Numeric [Onscreen]
Data Entry Check Number Database [Hardcopy]
Data Entry Check Number Database [Onscreen]
Data Entry Inventory Database [Hardcopy]
Data Entry Inventory Database [Onscreen]
Financial Analysis
Financial Management
Financial Math

Financial Spelling
Great Plains
Investment Management: US Equities and Equities Products
Loan Officer Skills
Loan Processing
Loan Underwriting Knowledge
Payroll
PeopleSoft Financials
Property Insurance
Property Management
Purchasing Fundamentals
SAP for Users
Title Insurance Knowledge

Healthcare Titles

Bloodborne Pathogens - Infection Control
Dental Assistant
Dosage Calculations
General Pharmaceutical Knowledge
Healthcare Benefits Knowledge
Healthcare Industry Terminology
HIPAA Administration
HIPAA - Clinical Staff
JCAHO
LPN/LVN
Medical Assistant - Advanced
Medical Assistant - Basic
Medical Billing - Hospital (UB-92)
Medical Billing Knowledge
Medical Claims Processing
Medical Collections **NEW!**
Medical Office Personnel Skills
Medical Receptionists

Medical Records Coding (CPT - 5)
Medical Records Coding (ICD-9)
Medical Records Legal Issues
Medical Spelling
Medical Terminal Digit Filing
Medical Terminology - Abbreviations
Medical Terminology - Cardiovascular System
Medical Terminology - Dental
Medical Terminology - ER
Medical Terminology - Gastrointestinal
Medical Terminology - General
Medical Terminology - Integumentary System
Medical Terminology - Musculoskeletal
Medical Terminology - Nervous System
Medical Terminology - Oncology
Medical Terminology - Ophthalmology
Medical Terminology - Pediatrics
Medical Terminology - Pharmacology

Medical Terminology - Psychiatry
Medical Terminology - Reproduction
Medical Terminology - Respiratory
Nursing Assistant
Occupational Therapy
Pharmaceutical Terminology
Phlebotomy
Practice Typing Test - Medical [1 Minute Hardcopy]
Practice Typing Test - Medical [1 Minute Onscreen]
Radiologic Technologist
Registered Nurse (RN)
Spanish Medical Terminology - General **NEW!**
Typing - Medical [1 Minute Hardcopy]
Typing - Medical [1 Minute Onscreen]
Typing - Medical [3 Minute Hardcopy]
Typing - Medical [3 Minute Onscreen]
Typing - Medical [5 Minute Hardcopy]
Typing - Medical [5 Minute Onscreen]

Industrial Titles

Assembly & Matching
AutoCAD 11
AutoCAD 14
AutoCAD 2000
AutoCAD 2004
Basic Arithmetic
Basic CNC
Basic Electronics
Basic Industrial Math
Basic Industrial Skills
Basic Injection Molding Skills
Basic Ruler Reading
Basic Warehousing Knowledge
Blueprint Reading
Class "A" Automotive Mechanics
Class "B" Automotive Mechanics
Class "C" Automotive Mechanics
Color Identification
Counting
Electrical Engineering - Electronics & Communication
Electrical Engineering - Power & Control
Electricians
Electronic Schematics
English Ruler Reading

Entry Level Industrial Skills
Finish Carpentry
Flooring Skills
Food Production
Forklift Operation
General Maintenance
Hazardous Material Handling
Home Inspection Skills
HVAC
Lathe Operator
Manufacturing Basics
Matching - Alphanumeric
Matching - Images
Matching - Numeric
Math & Reasoning Skills
Mechanical Engineering - Machine & Tool Design
Mechanical Engineering - Thermodynamics
Fundamentals
Mechanical Reasoning
Metalworking Skills
Metric Ruler Reading
Micrometer & Calipers
OSHA
Plastic Fabrication Skills
Plumbing Quality

Product Packaging Skills
Quality Assurance Inspection
Resistor Color Code
Rough Carpentry
Safety in the Workplace
Shipping and Receiving Clerk Skills
Shop Math
Soldering
Spanish Basic Industrial Math
Spanish Basic Industrial Skills
Spanish Basic Warehouse Knowledge
Spanish Counting
Spanish Entry Level Industrial Skills
Spanish Forklift Operation
Spanish Math & Reasoning Skills
Spanish Safety in the Workplace
Spanish Shipping and Receiving Clerk Skills
Tools & Fasteners
Unit Conversion
Weights and Measures [Standard and Metric]
Welding
Wholesale Distribution Knowledge
Woodworking

Legal Titles

Basic Litigation Knowledge
Concordance
Corel WordPerfect 9.0 - Normal User
Corel WordPerfect 9.0 - Power User
Corel WordPerfect 9.0 - Whole Text
Court Reporting
EEOC Compliance
Legal Abbreviations
Legal Assistant

Legal Filing Skills
Legal Spelling
Legal Staff Skills
Legal Vocabulary
Microsoft Word 2000 - Normal User
Microsoft Word 2000 - Power User
Microsoft Word 2000 - Whole Text
Paralegal Skills
Practice Typing Test - Legal [1 Minute Hardcopy]

Practice Typing Test - Legal [1 Minute Onscreen]
Sexual Harassment
Summation Blaze 5.0
Typing - Legal [1 Minute Hardcopy]
Typing - Legal [1 Minute Onscreen]
Typing - Legal [3 Minute Hardcopy]
Typing - Legal [3 Minute Onscreen]
Typing - Legal [5 Minute Hardcopy]
Typing - Legal [5 Minute Onscreen]

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Technical Titles

.NET Framework	IMS	Oracle Applications DBA
.NET Programming - ASP	INet+	Oracle Designer 2000
.NET Programming - C#	Informix	Oracle Developer 2000
.NET Programming - C++	Internet Security	Oracle Financials 11
.NET Programming - JScript	J2EE	OS/2 for Administrators
.NET Programming - Visual Basic	J2SE	OS/2 for Users
.NET Programming - Visual J#	Java 1.1	Paradox Application Language 4.0
A+	Java 2	Pascal
ABAP/4 for SAP	Java Applets Development	PC Skills
Access Basic 2.0	Java Beans Development	PeopleSoft
ACTI 2000 for Administrators	Java Enterprise Development	PeopleSoft 7 DBA
ACTI 2000 for Developers	Java Entry Level	PeopleSoft 7 Developer
Active Directory	Java Server Pages	PeopleSoft 8 DBA
Active Server Pages	Java Servlets	PeopleSoft 8 Developer
ActiveX	Java Swing	Perl 5
ADABAS DBA	JavaScript	PHP
Adabas Natural	JCL	PHP 4
ADABAS Programming	LAN Hardware	PHP Scripting
AION Programming	Linux Administration	PL/SQL
ANSI SQL	LoadRunner	PowerBuilder 4.0
Apache Web Server	Lotus Notes 4.0 for Developers	PowerBuilder 5.0
AppleTalk	Lotus Notes 4.5 for Developers	PowerBuilder 6.0
AppleTalk Networks	Lotus Notes 5.0 for Developers	PowerBuilder 8.0
AS/400 Operations	Lotus Notes Administration	PowerBuilder 10
Assembler	Macintosh Technician OS 9	Pro/ENGINEER
Assembler for IBM Mainframes	Macintosh Technician OS X	Project Management for IT Professionals
Basic Wireless Communications NEW!	Macromedia Flash 5	Rational Rose
Borland C++ Builder	Macromedia Flash MX 2004	Relational Database Design (RDBMS)
BroadVision	Microsoft Access 2000 for Developers	RPG III
BusinessObjects 5 - Designer	Microsoft Access 2002 for Developers	RPG IV (RPG LE)
C Programming	Microsoft Exchange Server 2000 Administration	SAP Database
C++ Programming NEW VERSION!	Microsoft Exchange Server 2003 Administration	NSAS 6 - IT Professional
CGI Concepts	Microsoft Exchange Server 5.5	SCO Unix for Administrators
CICS/COBOL	Microsoft Foundation Class	SCO Unix for Users
Cisco Networking	Microsoft Internet Information Server (IIS) 4.0	Siebel 7
Cisco Router	Microsoft Office 2000 Help Desk	Smalltalk
Citrix for Client Server Applications	Microsoft Office 4.2 Help Desk	Solaris Administrator
Citrix MetaFrame	Microsoft Office 95 Help Desk	SQL Robot
Citrix WinFrame	Microsoft Office 97 Help Desk	SQL Entry Level
Client/Server Fundamentals	Microsoft Office XP Help Desk	SQL for Client-Server Applications
Clipper	Microsoft Site Server 3.0	SQL for Desktop Applications
COBOL	Microsoft Transaction Server	SQL Server 2000 DBA
COBOL 400	Microsoft Visio 2002	SQL Server 2000 for Developers
COBOL for Year 2000 Programmers	Microsoft Windows 2000 Data Center	SQL Server 6.5
COBOL II	Administration	SQL Server 6.5 Developer
Cognos Impromptu Knowledge	Microsoft Windows 2000 Professional Installation	SQL Server 7.0 DBA
Cognos PowerPlay	Microsoft Windows 2000 Server Administration	SQL Server 7.0 Developer
Cold Fusion 4	Microsoft Windows 2000 Server Installation	Sybase 11
Cold Fusion MX 6.1	Microsoft Windows 2000 Server Installation	Sybase 12
Cold Fusion Scripting & Development	Procedures	Sybase DBA
COM/DCOM Development in Delphi	Microsoft Windows 2003 Server Administration	Sybase Developer
COM/DCOM Development in Visual Basic	Microsoft Windows 2003 Server Installation	Systems Management Server 2 (SMS)
Computer Technician Skills	Procedures	TCP/IP
COOL: Gen	Microsoft Windows 2000 Technical Skills	Technical Support Processes NEW VERSION!
CORBA	Microsoft Windows 2000 Troubleshooting	Telecommunications
Crystal Reports 7.0	Microsoft Windows 3.1 Troubleshooting	Transact SQL
Crystal Reports 8.0	Microsoft Windows 95 Technical Skills	UML
Crystal Reports 8.5 for Developers	Microsoft Windows 95 Troubleshooting	UNIX Administrator
Data Communications Concepts	Microsoft Windows 98 Technical Skills	UNIX Programming
Data Warehousing Concepts	Microsoft Windows 98 Troubleshooting	UNIX Users
DB2 5.x DBA	Microsoft Windows NT 4.0 Server Administration	VBScript
DB2 Developer	Microsoft Windows NT 4.0 Server Installation	Visual Basic 4.0
DB2 v.8 Mainframe DBA	Microsoft Windows NT 4.0 Troubleshooting	Visual Basic 5.0
DB2 v.8 UBD DBA	Microsoft Windows NT 4.0 Workstation Installation	Visual Basic 6.0
dBase III Plus	Microsoft Windows Programming	Visual Basic 6.0 for Applications (VBA)
Delphi 3	Microsoft Windows XP Technical Skills	Visual C++ 4.0
Delphi 5	Microsoft Windows XP Troubleshooting	Visual C++ 6.0
DHTML	MVS	Visual FoxPro 3.0
DOS 6.x	Netscape Webserver	Visual FoxPro 6.0
Dreamweaver	Network Administration	Visual FoxPro 8.0
E-Commerce Concepts: Architecture and Design	Network Security	Visual InterDev 6.0
E-Commerce Concepts: Deployment	Novell Directory Services (NDS)	Visual J++ 1.1
EDI (Electronic Data Interchange)	Novell NetWare 3.12	Visual J++ 6
Enterprise JavaBeans (EJB)	Novell NetWare 4.x	VSE/DOS
Ethernet Networking	Novell NetWare 5.x	WAN Architecture
FORTRAN 77/90	Object Oriented Programming (OOP)	Web Commerce Security
GroupWise 5.x	Object PAL 5.0	Web Design Mastery
Gupta/Centura	Oracle 7.3 DBA	WebLogic Portal 7.0
Hardware Troubleshooting	Oracle 7.3 Developer	WebLogic Server 7.0
HTML 2.0/3.0	Oracle 8 DBA	WebSphere 4.0
HTML 4.0	Oracle 8 Developer	WinRunner 6.02
HTML Developers	Oracle 8i	XML
HTML Webmaster	Oracle 9i DBA	X-Window Systems
IBM AIX 5.1 Administrator	Oracle 9i for Developers	
	Code Samples	
Code Sample - ASP - File Operations	Code Sample - Java - Date/Time Operations	Code Sample - VB Script - Date/Time Operations
Code Sample - ASP.NET - Date/Time Operations	Code Sample - Java - File Operations	Code Sample - VB.NET - Date/Time Operations
Code Sample - C Sharp - Date/Time Operations	Code Sample - Java Script - Date/Time Operations	Code Sample - Visual Basic - Date/Time Operations
Code Sample - C Sharp - File Operations	Code Sample - Java Script - File Operations	Code Sample - Visual Basic - File Operations

ATTACHMENT D.1

Behavioral Titles
Predictive Behavioral Assessments

Our behavioral assessment tools are ideal for most sales, service, managerial and administrative positions. These assessments have a proven track record of predicting performance across multiple organizations, while remaining free of any adverse impact.

Administrative Support

Hourly positions: billing clerk, secretary, administrative assistant, accounts payable/receivable clerk, collector.

Assets Protection Manager

Salaried position in retail loss prevention, supervising others

Bank Teller

Hourly bank positions focusing on customer service and sales.

Call Center Inbound

Hourly Call Center positions focusing on customer service: inbound position.

Call Center Outbound

Hourly Call Center positions focusing on sales: outbound position.

Call Center Supervisor

Hourly or salaried team leader/supervisory positions in a Call Center environment.

Distribution Associate

Hourly positions in distribution centers or warehouses: order filler, receiver, equipment operator, and materials handler.

Health Care Associate

Hourly positions: nursing assistant, dietary aide, and home health aide.

Hospitality Associate

Guest-service and heart-of-the-house positions in hotels and restaurants.

Manager

First-level to mid-level management positions in service industries other than retail.

Post-Computer

Hourly coding/problem resolution of claims in an insurance environment: no direct customer contact.

Pre-Computer and Enrollment

Hourly data entry roles in an insurance environment.

Property Management

Salaried positions: apartment property manager, assistant property manager, and leasing agent.

Reconciliation

Hourly coding/problem resolution of claims in an insurance environment: direct customer contact.

Retail Associate

Hourly positions in retail: sales associate, cashier, stocker.

Retail Manager

Salaried store positions: store manager and assistant store manager.

Sales Professional

Candidates for incentive-based compensation positions.

Service Associate

Hourly positions in customer service.

Tele Sales & Service

Hourly positions: customer service representative, reservation sales agent, collector, and telemarketing.

Travel Professional

Incentive-based compensation positions in travel agencies.



PEOPLE
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TEMPFORCE

“BEST VALUE” FOR OUR CUSTOMER

MBE and SBE Certifications

Career Center, Inc. DBA TempForce is a State of Florida Certified Minority Business Enterprise and both an Alachua County and City of Gainesville Certified Small Business Enterprise. We were honored to have been invited to participate in the University of Florida Small Business Round Table for the University of Florida Small Business and Vendor Diversity Relations Division in 2007 and the Small Business Success Stories Discussion Panel at the 2008 University of Florida Small Business Conference and Trade Fair.

Community Focused

Because we are locally owned, we are in touch with the growth and needs of Gainesville, Alachua County and the surrounding areas. This combination of local commitment with national support gives us hometown flexibility and response, along with the financial stability of a large organization. TempForce has strong ties to the local community. We are committed to serving our great region of the state by staying “community focused”. Our team members are actively involved in addressing valid issues and concerns surrounding the necessity of maintaining safe working environments through memberships and professional associations with:

- **The Gainesville Area Chamber of Commerce**
- **Society for Human Resource Management**
- **American Staffing Association, Florida Chapter**

Members of our team are actively involved in locally based groups such as the Female Business Owners Group and Women of Influence offering great opportunities to network and establish strong relationships in the local workforce and business arena. Our business is a private partner with the Gainesville Police Department Rebuilding Community Outreach project called Rebuilding Survivors of Domestic Violence. TempForce participates in many programs through our local educators to meet and encourage our students to stay focused and pursue high standards to better enable them to compete in the job market and become productive citizens. Through these associations we are offered the opportunity to mentor and encourage entrepreneurs breaking ground in the local business community as well as local talent in advancing career opportunities.

Franchise Affiliation

Our corporate affiliate, Randstad USA was ranked third among the list of the top staffing services in the U.S. Market in the February 26, 2007 publication of Workforce Management. This partnership solidifies our capabilities to continue to compete in an ever changing world to meet the growth and technical demands of our client base. Our marketing capabilities encompass national presence through our affiliation with Randstad USA. This relationship allows us the utilization of resources typically afforded only to Nationally Owned Industry Competitors. We have the resource of a marketing team solely committed to developing and

ATTACHMENT D.1

implementing programs conducive to our clients needs as they evolve. Our owner, Carolyn Buchanan has served as an active member of our Franchise Advisory Council for the past 9 years working along with a team of other franchise owners directly with the management of our affiliate, Randstad USA in securing a cohesive relationship with our franchisor.

Service Delivery

People, Power, Performance – This describes the passion behind our staff's recognition that your needs are our needs. TempForce has established the largest staffing team in the Gainesville community enabling us to aggressively recruit and retain the highest quality of candidates to meet your needs. From the moment we receive your order to the completion of the assignment, we are committed to exceeding your expectations. Our track record supports our promise to guarantee all efforts are made to support a minimal turn around time of two days or less. Our customers benefit from the advantage TempForce has in having established knowledge of Alachua County and surrounding areas and our fortunate experience of servicing many local government and business entities.

Green Initiatives

Our local office has always been responsible to do their part in helping to maintain a safe and clean environment. We actively recycle and have implemented programs to establish the resources offering "paperless" choices to our client base through our available E-Business Solutions which provides E-Billing, E-Payment, E-Reporting, E-Timesheets, E-Procurement, E-Pay and E-Profile. Please see detailed information regarding these services under E-Business Solutions.

Recognition and Awards

Certificate of Appreciation – For Contributing to the Success of The Dignity Project, Inc., June 2007

High Achiever Award for Outstanding Sales Achieved in 2002

Vendor of the Year Award from Gainesville Regional Utilities – 2000

Office of the Year –Platinum Sales Award 1999

Office of the Year –Platinum Sales Award 1998

Most Innovative Office Award – 1998

Certificate of Appreciation in recognition of our contribution of hard work, high ethical standards and total commitment to Excellence in Customer Service – 1998

Office of the Year – 1996

Diamond Star Award - 1996

Emerald Star Award – 1995

Gold Star Office of the Year - 1993

President's Award, Office the Year - 1992

Gold Star Award - 1992

Silver Star Award – 1990 and 1991

Summary

TempForce brings "Best Value" to our customers through our:

- Experience, knowledge and an accomplished reputation in the staffing industry for over 29 years
- "Hands-on" involvement through a local owner with a commitment to personal participation in quality assurance for our customers
- Ability to implement customized assessments and training procedures to adhere to your specifications
- Major financial investment in recruiting talent on a local and national basis.
- Superior employee benefits to others in our industry.
- Comprehensive management reporting systems through our E- Business Solutions
- Quality guarantee that is backed by 100% return if our service does not measure up to your standards



PEOPLE
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TempForce

E-BUSINESS SOLUTIONS

TempForce offers cutting edge technology expanding your online service and paperless options, eliminating unnecessary expenses related to printing, mailing and storage. Through products supported by our affiliate Randstad, we are putting TempForce support right at your fingertips, allowing us to serve our customers faster, easier and more efficient than ever. These advantages include:

- **e-Billing** delivers invoices quicker via email; allows access to review and print invoices, timesheets and statements anytime; and gives the ability to download information to spreadsheet format.
- **e-Payment** through ACH (Automated Clearing House) or EFT (Electronic Funds Transfer) offering a convenient, traceable payment method.
- **e-Solutions for Talent** with the Randstad Self-Service website allowing e-Pay and e-Profile access.

RandstadWorks

RandstadWorks is an e-business solution allowing you to place orders electronically, have instantaneous talent timesheet entries and approvals, and produce helpful, complete human resource and financial reports. The value of the RandstadWorks platform is that it is modular giving you desired solutions without cumbersome extras, it is secure using SSL encryption to protect sensitive data that is transferred from our system to yours, it allows role-based permissions giving users access to only relevant system functionality, it is configurable to customer specific settings allowing for maximum ease of use and implementation, and involves minimal IT requirements of Internet connection with IE browser 4.5 or higher.

- **e-Procurement** empowers our clientele to streamline their staffing needs online with client specific requisition, order and candidate management options, status reports, cost savings through process efficiency, customer specific job titles, visibility of requisitions created by other department users and access to historical requisitions.
- **e-Timesheeting** provides web-based talent time-entry and approval with seamless integration to the TempForce front and back office systems, real-time access to information, access to current and historical timesheets, reduced errors associated with manual time entry and automated email notifications throughout the timesheet process.
- **e-Reporting** gives access via the web to view management billing, timesheet, requisition and assignment activity reports and the option to subscribe via email for reports to be delivered automatically, improved service and posted weekly access to activity and cost information, improved data quality (integrity) via interfaces with operational systems and convenient display of information in spreadsheet format that may be saved by the client for future reference.



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TEMPFORCE

QUALITY ASSURANCE PROCEDURES

To ensure the total satisfaction of our client, a quality assurance contact is made on a regular basis. Our staffing administrators will contact the direct supervisor for each talent to receive an evaluation on their job performance. If there is a need indicated for any disciplinary action, the talent is requested to meet in our office so we may take issue with the situation and hopefully resolve the problem. Any situation is properly documented, signed by the talent and their staffing administrator and placed in their personnel file.

- Following is a copy of the Policies and Procedures for TempForce.



Policies and Procedures

Welcome

Welcome to TempForce. Please read the following personnel policies and procedures carefully. Be sure to ask your TempForce representative any questions you have about the policies and procedures. These policies and procedures shall supersede all policies published in previous versions of this pamphlet.

Your Introductory Period

All new TempForce Associates must serve an introductory period that is ordinarily 90 days, but which may be extended in the appropriate circumstances. It is especially important that you make your TempForce representative aware of any questions or problems you may encounter in this period. During this period, you can decide if working as a TempForce Associate is right for you. Your performance will be carefully monitored during this period. Satisfactory completion of any introductory period does not entitle you to employment for a specific term, but does mean you may be eligible for future temporary assignments for which you are qualified.

Open Door Policy

Our door is always open to you. If you have a problem you need to discuss, please discuss this matter first with your TempForce representative. If the matter remains unresolved, TempForce maintains an "open door" policy for you to discuss your problem with anyone in management. Our door is not only open to hear and discuss your problems, we also welcome any suggestions you may have which would make TempForce a more efficient operation or a better employer.

EEO Policy

It is our policy to provide equal employment opportunity to all qualified Associates and applicants for employment and not to discriminate on any basis prohibited by law, including, but not limited to race, color, sex, age, religion, national origin, disability, or status as a disabled or Vietnam veteran. It is our intent and desire that equal employment opportunities will be provided in employment recruitment, selection, compensation, promotion, demotion, layoff, and all other terms and conditions of your employment.

Safety Policy & Rules

TempForce is dedicated to maintaining a safe work environment for its employees. We rely on each employee to be responsible for their own safety of their co-workers. Please adhere to the following safety rules at all times:

- Follow all safety rules specific to your work site.
- Report all unsafe conditions.
- Wear work shoes, work gloves, and safety glasses/goggles on all light industrial assignments. Wear other safety equipment specific to your assignment.
- Do not engage in any of the following without the specific knowledge and permission of your TempForce representative:
 - Lifting over 50 pounds
 - Continuous lifting of 25 pounds (or more)
 - Operation of machinery
 - Use of power tools/equipment
 - Use of or exposure to hazardous or toxic substances
 - Work at heights greater than 6 feet
 - Operation of motorized vehicles, including forklifts and tow motors
 - Handling of client cash, checks, etc.
- Immediately report all injuries, no matter how minor, to your TempForce representative.
- Do not perform any task that you feel endangers your safety or the safety of others.
- Follow your TempForce representative's instructions regarding treatment of work-related injuries.

Work Rules

These are reasonable work rules that must be followed in any organization to help a group of people work together effectively. Each TempForce Associate is expected to present him or herself in a professional appearance and manner. If an Associate is not considerate of others and does not observe reasonable work rules, disciplinary action may be taken. Depending on the severity of the disciplinary problem, a written reprimand, suspension, disciplinary probation, or discharge may be necessary. Repeated violations of TempForce's rules and policies may result in discharge.

ATTACHMENT D.1

Listed below are offenses that we consider to be serious enough to result in discipline, up to and including discharge, for a single offense. Of course, this is not meant to be a complete list of such offenses and may be supplemented at any time at the discretion of TempForce.

1. Excessive absenteeism or tardiness.
2. Dishonesty, including falsification of personnel or other TempForce documents, including time card, and misrepresentation of any fact to, or on behalf of, TempForce or its client company(ies) to which you are assigned.
3. Fighting, disorderly conduct, or any other behavior which is dangerous or disruptive while on duty for TempForce.
4. Possession of, consumption of, or being under the influence of alcoholic beverages while on the premises of TempForce or its client company(ies), or on TempForce business (including in any vehicle).
5. Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or unprescribed controlled substances in your body.
6. Reporting for work with illegal drugs or unprescribed controlled substances in your body.
7. Sleeping or loafing on duty.
8. Possession of weapons, firearms, ammunition, explosives, or fireworks on the premises of TempForce or its client company(ies), including their parking lots.
9. Willful neglect of safety practices, rules, and policies.
10. Speeding or reckless driving on TempForce's or its client company(ies) business property.
11. Commission of a crime, or other conduct that damages the reputation of TempForce.
12. Use of profane language while representing TempForce or its client company(ies).
13. Stealing, misappropriating, or intentionally damaging another's property.
14. Unauthorized use of TempForce's or its client company's(ies) funds, equipment, vehicles, or property.
15. Giving out an employee's home telephone number or address without their consent.
16. Destruction or damage of property belonging to the company or other employee.
17. Insubordination, including failure to comply with any work assignments or instructions given by any company supervisor with the authority to do so.
18. Harassment or intimidation of any employee, specifically including harassment or intimidation because of that employees sex, race, color, age, religion, national origin, disability, veteran status, or other protected characteristic.
19. Interference with the work performance of other employees.
20. Failure to call your TempForce representative at least two (2) hours in advance when you will be absent from or tardy for work (except in emergency situations when calling in would not be possible, or where nobody is available to take such a call until a later time).
21. Punching or filling out another employee's time card.
22. Failure to maintain the confidentiality of trade secrets or confidential information of TempForce or its client company(ies).
23. Failure to comply with published personnel policies and rules of TempForce or its client company(ies) to which you are assigned.

Harassment Policy

TempForce has a well-known and well-enforced prohibition against illegal workplace harassment. In accordance with that policy, TempForce will NOT tolerate harassment or intimidation of our Associates on any basis, including but not limited to, race, color, sex, age, religion, national origin, handicap, disability, or status as a disabled or Vietnam veteran. Moreover, any suggestions made to an Associate that sexual favors will have an effect on any term or condition of employment with TempForce will not be tolerated. It is the policy of TempForce that any harassment, including acts creating a hostile work environment or any other discriminatory acts directed against our Associates, will result in discipline, up to and including discharge.

If you become aware of any discriminatory behavior or any activity which might be considered to be harassment in violation of this policy, it is your responsibility to immediately report such conduct to your TempForce representative or the Human Resource Representative for TempForce.

TempForce will thoroughly investigate all such claims with due regard for the privacy of the individuals involved. Retaliation against any Associate who has reported workplace harassment or discrimination will also not be tolerated.

When Your Assignment Ends

You must contact your TempForce office if you would like to be reassigned when your assignment ends. If you fail to contact TempForce at the end of your assignment, you will be considered to have voluntarily quit your job with TempForce.

Other TempForce Policies

This pamphlet does not include all policies applicable to your employment with TempForce. You will be asked to adhere to other policies of TempForce or its client companies during your employment with TempForce. If you are in doubt as to TempForce's policy on any issue, please ask your TempForce supervisor or representative.



Policies and Procedures Acknowledgement Form

I acknowledge that I have read and understand all of TempForce's policies and procedures printed in this pamphlet and have had an opportunity to ask questions that I may have about them.

I understand that these policies do not provide any contractual rights or guarantees of employment and that my employment is at-will and for no definite duration. I also understand that these policies may be revised from time to time at the sole discretion of TempForce.

I understand that I am an employee of TempForce and will be paid directly by TempForce. Also, any employee benefits for which I become eligible based on work I perform for or on behalf of TempForce will be provided or sponsored only by TempForce. I further understand that while I may be directed and controlled at times by representatives or employees of the client company to which I am assigned, I will not be eligible to participate in the client company's employee benefit plans or stock purchase plans established or administered by the client company for the benefit of its regular full-time or part-time employees. I knowingly waive any right, claim, or privilege to participate in or receive benefits from, and will not make any claim upon, any employee benefit plan or stock purchase plan of any client company to which I am assigned for any period during which I am a TempForce employee. I acknowledge that TempForce reasonably relied upon this representation in agreeing to employ me and assign me to its client company. Should I break this agreement, I agree to reimburse TempForce and its clients for any and all damages and costs incurred as a result of my breach.

Print Name
TempForce Employee

Signature

Date

Print Name
TempForce Representative

Signature

Date



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QUALITY POLICY

We are committed to achieving excellence in service as defined by our clients. We recognize that each and every person's contribution makes a difference in client satisfaction.

WE ACHIEVE EXCELLENCE WHEN WE...

- ↓ Listen to the needs of our clients and work to provide innovative solutions and programs that add value.
- ↓ Provide our talent with the development, training, environment and resources necessary to effectively provide innovative solutions.
- ↓ Approach every interaction with a client as an opportunity to exceed their expectations.
- ↓ Create a rewarding and enriching experience for our talent to ensure productive, dependable and flexible workers for our clients.
- ↓ Proactively look for ways to improve the quality of service beyond the "status quo".
- ↓ Promote a work environment of trust and teamwork.

By embracing and creatively applying these principles, we maximize the value of our company for our clientele, talent and staff.



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TIMESHEET SUBMISSION AND PAYROLL SCHEDULE

Timesheet Submission

TempForce offers a variety of options for our talent to submit their timesheets for payment.

- **E-Timesheeting**

This option may be utilized through the implementation of our RandstadWorks product. Details of this product are available under the E-Business Solutions portion of this proposal.

- **Facsimile**

Timesheets are accepted via fax at 352.371.2573 available 24 hours a day.

- **Mail or In-person Drop Off**

Timesheets can also be mailed to or dropped at 1236 NW 18th Avenue, Gainesville, FL 32609. If a timesheet is turned in after business hours a secure mail slot is provided in the front door of the office.

Payroll Schedule

Payroll is processed Monday through Wednesday. All pay processed before noon of each Wednesday is guaranteed by 3:00 p.m. on Friday.



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INVOICING & REMITTANCE

Invoicing

Electronic Billing and Payment Capabilities – TempForce offers a variety of e-Business capabilities relating to billing, payment and reporting.

EDI – Based on client specifications, TempForce can submit an EDI invoice format. All we require is specification for the data to be included in the transmission:

- True EDI 810 invoice transactions
- *.csv, *.xls, *.txt data format e-mail billing
- *.csv, *.xls, *.txt data format <ftp://your.location>

Timeframe – Depending on the complexity of the data exchange format, implementation can occur one to six weeks from the final format approval.

EDI Reporting Methods – A confirmation download report can be generated to validate that the funds have been received and applied appropriately. The information is downloaded from the TempForce system into an ASCII format for easy transference into your system. A representative from our Randstad affiliate's Information Systems (IS) department can meet with clients to determine specific requirements.

Clients can receive customized reports detailing usage figures by department, skill, or any other classification requested. A year-to-date total of hours and dollars used are also made available. A unique feature of TempForce's EDI capabilities is the ability to conform to a client's present system. Rather than requiring a client to change references, such as transaction ID numbers and versions, TempForce configures its system to mirror client processes.

EDI is an added value at no additional charge.

TempForce also utilizes the services of API Outsourcing, Inc. for our invoicing needs. This provides the following benefits to our customers:

- Weekly Invoicing with attached timesheets showing the Proof of Services that have been delivered to the client. This offers immediate availability for review of the hours worked by our TempForce talent and the approver's signature providing documentation to support accuracy in billing and payments rendered.
- Quick at-hand resources that help save valuable time by our client's Accounts Payable group giving them all of the necessary information for processing our invoices.

ATTACHMENT D.1

- Archived retrieval is available for all invoices and timesheets throughout the life of the document, seven years is standard.
- Superior audit and compliance procedures support vital to the success of every Accounts Payable and Accounts Receivable department.

Remittance

TempForce offers three options for remittance, providing our clientele the flexibility to choose the most convenient method of payment.

- EFT (Electronic Funds Transfer)/ ACH (Automatic Clearing House) allows direct deposit of payment which provides expedited remittance and removes the cost of postage.
- Credit Card or Purchasing Card offers the convenience of Point of Sale remittance. In addition, the option to review and approve the invoice is also available.
- Payment may also be submitted through the mail.

ATTACHMENT D.1



TEMPFORCE - GAINESVILLE-FL
352-378-2300

City of Gainesville
PO BOX 490
STATION 42
GAINESVILLE FL 32602-0490

Payment Due on or Before 10/12/2008 Page 1 of 1

Date Client Number Invoice Number
09/28/2008

FACILITIES MGMNT.
PVQ800 79322

Employee Name	Classification	Description	Period	Units	Rate	Extension	Total
	General Industrial	REG	09 28				
	Invoice Line I CUSTODIAL					Invoice Line II CUSTODIAL	
	General Industrial	REG	09 28				
	Invoice Line I CUSTODIAL					Invoice Line II CUSTODIAL	
TOTAL AMOUNT							

Detach at Perforation
Remittance Stub



1236 NW 18TH AVENUE
GAINESVILLE
FL, 32609

Date Client Number Invoice Number Total Due
09/28/2008

To insure proper credit to your account, return this stub with payment.

Proper credit cannot be assured unless all remittances are made to :

01-00002300

CITY OF GAINESVILLE
PO BOX 490
STATION 42
GAINESVILLE

FL 32602-0490

TEMPFORCE - GAINESVILLE-FL
PO Box 7247-8360
Philadelphia, PA, 19170-8360



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INSURANCE PROTECTION

For your protection TempForce provides the following insurance for all employees sent out on assignment:

- **General Liability**
Combined Single Limit for bodily injury and property damage
- **Automobile Liability**
Combined Single Limit for bodily injury and property damage
- **Workers Compensation**
Statutory Limits
- **Umbrella Liability**

TempForce is able to meet or exceed the necessary coverage amounts and will provide a Certificate of Insurance as required.



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EMPLOYMENT POLICIES AND COMPLIANCE

Listed below are descriptions of our corporate and local policies. All policies required by law to be posted are so within our local office.

Equal Employment Opportunity Policy Statement

It is our policy to provide equal employment opportunity to all qualified talent for employment and not to discriminate on any basis prohibited by law, including, but not limited to race, color, sex, age, religion, national origin, disability, or status as a disabled or Vietnam veteran. It is our intent and desire that equal employment opportunities will be provided in employment recruitment, selection, compensation, promotion, demotion, layoff, and all other terms and conditions of your employment.

All TempForce recruiting ads proclaim our adherence to this EEO Policy and TempForce actively recruits members of protected classes.

ADA Policy Statement

It is the policy of TempForce to comply with all relevant and applicable provisions of the Americans with Disabilities Act ("ADA"). TempForce will not discriminate against any qualified talent with respect to any terms, privileges or conditions of employment based upon any individual's physical or mental disability. TempForce will endeavor to make a reasonable accommodation to the known physical or mental limitations of a qualified talent with a disability unless the accommodation would impose an undue hardship on the operation of our business.

Our policy of non-discrimination applies to all personnel and employment practices including, but not limited to hiring, recruitment or recruitment advertising and compensation.

TempForce continues to offer its employment related services at the same high level of quality and responsiveness, while maintaining its reputation as an Equal Opportunity Employer in full compliance with the law.

I-9/INS Policy

Federal Law requires that all employers must verify each talent's authorization to work in the United States. It is our policy to verify this information. In accordance with the laws established by the Immigration & Naturalization Service, each office has a copy of the Handbook for Employers (Instructions for Completing Form I-9). Our corporate field representatives update this on a regular basis, to ensure that all offices adhere to this policy and conduct routine audits.

Drug Free Work Place Policy Statement

TempForce of Gainesville has a fully implemented Drug-Free Workplace Program pursuant to Florida Statute 440.101. et. Seq., which provides that a talent who violates any portion of the Drug-Free Workplace Program will forfeit all eligibility for medical and indemnity benefits under the Workers' Compensation Act. Each talent is drug-screened at our office prior to being dispatched to an assignment using either a 3 or 5 panel test provided by our vendor Instant Technologies. All drug-screen results are kept in a separate locked cabinet for a period of seven years. Health assessments can be performed as required. A certified laboratory will administer any additional drug testing, i.e. 8 or 10 panels or CDL drug testing, as requested or required.

Background Investigation Policy

Upon selection for assignment, each talent, as standard procedure, has a criminal history background check completed. This is conducted in full compliance with the applicant's authorization and written consent, consistent with their rights under the Fair Credit Reporting Act, (FCRA). We have in-house access to conduct county, state and national criminal background screenings as needed. This system also allows us access to driving records and credit history for each talent as may be required. As part of the consent, the talent releases both TempForce and our client from liability for any claims or damages resulting from the investigation. Once we have appropriate consent and information, we are able to have all requested background or criminal information within one to forty-eight hours. TempForce utilizes the services of multiple vendors including Infomart, ChoicePoint, Inc. and Court Check, Inc. to administer our criminal background screenings. The criminal background screen along with our pre-employment drug screen has been part of our routine screening process since 1995. There is no additional charge for these services.

Liability Policy

TempForce would assume the liability from any damages resulting from its own negligence or misconduct. We would hold the direct providers of these services responsible for their own negligent acts or omissions.

To the extent that a talent commences any litigation, the talent will have voluntarily relinquished his or her right to privacy as to the matters at issue. To the extent that we have a unity of interest with a talent, we would not anticipate any privacy issues.



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EMPLOYEE BENEFITS

The success of TempForce depends on the quality of talent we attract and retain. Through TempForce, they receive individual attention, career development and a stimulating work environment that gives us the highest retention rates in the industry. We ensure the most qualified people are ready and available thanks to our benefits package. TempForce recognizes the importance of our talent by offering the following benefits:

- **Vacation & Holiday Pay**

TempForce talent are able to qualify for up to forty (40) hours of vacation and six (6) paid holidays annually subsequent to meeting the eligibility requirements.

- **Medical, Dental, Vision Care, Short-term Disability & Term Life Insurance**

After completing forty (40) hours of service, TempForce talent may enroll in our benefits plan within the first thirty (30) days from their hire date with the option to purchase any or all of these available plans. Open enrollment is available annually from November 15th through December 15th of each year.

*Following is a summary of the available plan including costs.

- **401K Retirement Savings Plan**

All employees are eligible to enroll in this plan without having to complete any periods of service. It is an employee contribution only.

- **Direct Deposit**

Direct Deposit is offered to our talent allowing their payroll to be directly delivered to either their checking or savings account weekly. Our Direct Deposit program is a practical way to receive funds with proven reliability.

- **Pay Card**

Pay Card functions as a VISA debit card that is linked to a personalized account. Weekly payroll funds are automatically deposited into the account for easy access at millions of ATMs, point of sale transactions and any bank teller that accepts VISA. It's safe, convenient, saves money with fewer fees and has all of the flexibility of a VISA debit card.

- **Self Service e-Pay and e-Profile**

These online applications enable talent to view and update personal pay and profile information twenty-four (24) hours a day, seven days a week, from any computer with Internet access.

- **Referral Bonuses**

TempForce talent have the opportunity to receive a bonus for referring others to sign up for employment with us. Once the referred talent has successfully worked the required hours our employees may receive up to a \$50.00 bonus per referral. This program is offered for an unlimited number of referrals.

ATTACHMENT D.1

■ **Completion Bonuses — Applied to Special Projects**

On occasion, TempForce will have special circumstances with an order called in by our clientele that renders us to offer a completion bonus to our assigned talent.

■ **Career Counseling & Development Programs**

TempForce representatives have extensive experience in career management and skill development. We strive to help our talent maximize their strengths and reach their ultimate career goals.

■ **Skill Enhancement & Computer Training**

We offer our talent assistance in becoming even more marketable and improving their skills through in-depth skills assessments, performance evaluations and training recommendations at no cost to them.

■ **Recognition Programs**

TempForce believes that recognition programs, rewarding talent for above standard performance, promotes a healthy workplace environment and increases employee retention.

TempForce talent are ready to go to work the moment they arrive. They are qualified, trained, productive and motivated.

Aetna Affordable Health ChoicesSM

Enroll Today!
Call SRC toll-free at **1-800-772-1074**
Monday-Friday, 8 a.m. to 8 p.m. ET

**Affordable
Premiums**

**Family Coverage
Available**

**Guaranteed
Acceptance**

We want you to know[®]



ATTACHMENT D.1

Your employer is giving you the opportunity to enroll in these payroll-deducted insurance coverages.

Medical: NetPremier 5K

A Limited Major Medical Insurance Plan.

The table on the right will give you a quick overview of the Medical Coverage.

- Use any licensed provider for covered expenses or any certified hospital. You can save even more money by using a network provider or facility through the discounted PPO network.
- Chiropractic visits are covered.
- Maternity is a covered expense and covered the same as any other expenses, up to the annual benefit maximum.
- Prescription Drug Benefit pays up to a monthly maximum benefit of \$35 with copays as low as \$10 on covered prescription drugs. That's as much as \$420 in prescription drug benefits each coverage year. Note that unused monthly benefits do not carry forward to the next month.
- If you live in an area that is not served by the PPO network and you use a nonparticipating provider that is also located outside a network area, your covered expenses would be reimbursed according to the in network provisions of the plan.

Exclusions and limitations apply. Refer to the Exclusions and Limitations section for details.

Additional Benefits

- **The Prescription Drug Card** gives you and your family access to more than 52,000 retail pharmacies across the continental U.S., Puerto Rico, and the Virgin Islands (as of 1/1/05). You can also use our Aetna Rx Home Delivery® service; a fast, easy way to fill the prescriptions you take regularly.
- **Aetna's Vision One® discount program**, a nationwide network of vision care providers, offers you and your family glasses, contact lenses, nonprescription sunglasses, contact lens solutions and other eye care accessories at a discounted price. Plus, you can receive discounts on eye exams and LASIK eye surgery.
- **Aetna's Informed Health® Line** provides access to registered nurses experienced in providing information on a variety of health topics using the Healthwise® Knowledgebase, one of the most advanced health databases. Contact Aetna's Informed Health Line toll-free 24 hours a day, seven days a week at 1-800-556-1555.
- **Aetna's Employee Assistance Program** is available 24 hours a day, seven days a week. These services provide convenient and confidential support in managing stress and balancing work and life (such as emotional support, child care, and legal and financial guidance). Call 1-888-AETNA-EAP (23862-327) or visit www.AetnaEAP.com.

BENEFIT	IN NETWORK	OUT OF NETWORK
Annual Deductible - Individual	\$100	\$200
Annual Deductible - Family ²	\$200	\$400
<hr/>		
Annual Benefit Maximum (per covered person)	\$5,000 in or out of network	
Percentage of charges paid by plan ^{1,3,5}	80%	60%
Subject to these annual limits:		
Outpatient expenses ³	\$1,000 in or out of network	
Other inpatient hospital services ³	\$1,000 in or out of network	
Supplemental inpatient maximum benefit ⁶	\$45,000 in or out of network	
Supplemental benefit percentage paid by plan ¹	80%	60%
<hr/>		
Doctors' Office Visits		
Per visit copay or base deductible	\$15 copay	\$15 base deductible
Percentage of remaining charges paid by plan ^{1,4,5}	100%	80%
<hr/>		
Outpatient Care ^{1,3,4,5}	80%	60%
<hr/>		
Wellness Care Benefit		
Per visit copay	\$15 copay	not applicable
Percentage of remaining charges paid by plan ¹	100%	80%
Maximum annual benefit	\$100 in or out of network	
<hr/>		
Prescription Drug Benefit (Not subject to a deductible.)		
Monthly maximum	\$35 in or out of network	
Generic drugs	\$10 copay	80% ¹
Branded drugs (Covers only medical prescriptions, except for dental prescriptions issued in connection with treatment resulting from a covered accident.)	\$20 copay	80% ¹

Footnotes

1. Where benefit is expressed as a percentage, the lower of the recognized charge(s) or the discounted PPO charge(s) will be the basis of payment.
2. You will have met your "family deductible" when two covered family members have each paid their own deductibles in a coverage year.
3. Subject to the annual deductible.
4. Subject to the outpatient expenses benefit limit.
5. Subject to the annual benefit maximum.
6. Maximum Lifetime Benefit. Each year the annual benefit maximum must be exhausted before the supplemental benefit begins. Other hospital services are not covered under this benefit.

Choose between two limited major medical insurance plans.

Medical: NetPremier 10K

A Limited Major Medical Insurance Plan.

The table on the right will give you a quick overview of the Medical Coverage.

- Use any licensed provider for covered expenses or any certified hospital. You can save even more money by using a network provider or facility through the discounted PPO network.
- Chiropractic visits are covered.
- Maternity is a covered expense and covered the same as any other expenses, up to the annual benefit maximum.
- Prescription Drug Benefit pays up to a monthly maximum benefit of \$75 with copays as low as \$10 on covered prescription drugs. That's as much as \$900 in prescription drug benefits each coverage year. Note that unused monthly benefits do not carry forward to the next month.
- If you live in an area that is not served by the PPO network and you use a nonparticipating provider that is also located outside a network area, your covered expenses would be reimbursed according to the in network provisions of the plan.

Exclusions and limitations apply. Refer to the Exclusions and Limitations section for details.

Additional Benefits

- **The Prescription Drug Card** gives you and your family access to more than 52,000 retail pharmacies across the continental U.S., Puerto Rico, and the Virgin Islands (as of 1/1/05). You can also use our Aetna Rx Home Delivery® service; a fast, easy way to fill the prescriptions you take regularly.
- **Aetna's Vision One® discount program**, a nationwide network of vision care providers, offers you and your family glasses, contact lenses, nonprescription sunglasses, contact lens solutions and other eye care accessories at a discounted price. Plus, you can receive discounts on eye exams and LASIK eye surgery.
- **Aetna's Informed Health® Line** provides access to registered nurses experienced in providing information on a variety of health topics using the Healthwise® Knowledgebase, one of the most advanced health databases. Contact Aetna's Informed Health Line toll-free 24 hours a day, seven days a week at 1-800-556-1555.
- **Aetna's Employee Assistance Program** is available 24 hours a day, seven days a week. These services provide convenient and confidential support in managing stress and balancing work and life (such as emotional support, child care, and legal and financial guidance). Call 1-888-AETNA-EAP (23862-327) or visit www.AetnaEAP.com.

ATTACHMENT D.1

BENEFIT	IN NETWORK	OUT OF NETWORK
Annual Deductible - Individual	\$100	\$200
Annual Deductible - Family ²	\$200	\$400
Annual Benefit Maximum (per covered person)	\$10,000 in or out of network	
Percentage of charges paid by plan ^{1,3,5}	80%	60%
Subject to these annual limits:		
Outpatient expenses ³	\$1,250 in or out of network	
Other inpatient hospital services ³	\$1,000 in or out of network	
Supplemental inpatient maximum benefit ⁶	\$45,000 in or out of network	
Supplemental benefit percentage paid by plan ¹	80%	60%
Doctors' Office Visits		
Per visit copay or base deductible	\$15 copay	\$15 base deductible
Percentage of remaining charges paid by plan ^{1,4,5}	100%	80%
Outpatient Care ^{1,3,4,5}	80%	60%
Wellness Care Benefit		
Per visit copay	\$15 copay	not applicable
Percentage of remaining charges paid by plan ¹	100%	80%
Maximum annual benefit	\$100 in or out of network	
Prescription Drug Benefit (Not subject to a deductible.)		
Monthly maximum	\$75 in or out of network	
Generic drugs	\$10 copay	80% ¹
Branded drugs (Covers only medical prescriptions, except for dental prescriptions issued in connection with treatment resulting from a covered accident.)	\$20 copay	80% ¹

Footnotes

1. Where benefit is expressed as a percentage, the lower of the recognized charge(s) or the discounted PPO charge(s) will be the basis of payment.
2. You will have met your "family deductible" when two covered family members have each paid their own deductibles in a coverage year.
3. Subject to the annual deductible.
4. Subject to the outpatient expenses benefit limit.
5. Subject to the annual benefit maximum.
6. Maximum Lifetime Benefit. Each year the annual benefit maximum must be exhausted before the supplemental benefit begins. Other hospital services are not covered under this benefit.

You can sign up for a single coverage, a combination of coverages or all of the coverages! Pick the coverage(s) that best meet your needs.

ATTACHMENT D.1

Vision Care Insurance

- Reimbursements of \$25 for an eye examination once every 12 months.
 - Aetna's Vision One® discount program, a nationwide network of vision care providers, offers you and your family glasses, contact lenses, nonprescription sunglasses, contact lens solutions and other eye care accessories at a discounted price. Plus, you can receive discounts on eye exams and LASIK eye surgery.
 - Eye exam benefits and discount eyewear purchases apply to each covered person.
- Fees for other services must be paid by you. The benefit period is 12 consecutive months beginning on the later of your effective date or your most recent eye exam that was covered under this coverage.

Exclusions and limitations apply. Refer to the Exclusions and Limitations section for details.

Dental Insurance Plan

- Use any licensed dentist you want.
- Receive additional savings by using one of the 76,000+ available PPO network dentists nationwide.
- \$500 coverage year maximum after a \$50 deductible per covered person.
- Covers most common services.

This table will give you a quick overview of the Dental Coverage.

Exclusions and limitations apply. Refer to the Exclusions and Limitations section for details. The dental PPO network is not available in Alabama, Arkansas, Idaho, Hawaii, Louisiana, Mississippi, New Mexico or Puerto Rico.

Short Term Disability (STD) Insurance

- Weekly benefits for up to 6 months while you are disabled.
- 50% of base pay received from the employer that sponsors this program (plus reported tips, but no overtime) up to your choice of a \$100, \$200, or \$300 maximum weekly benefit.
- Benefits begin after a 14-day waiting period (if hospitalized, then plan begins paying immediately).

Some states require employers to provide STD benefits. If you work in California, Hawaii, New Jersey, New York, or Rhode Island (or Puerto Rico), this coverage is not available to you. Only the employee can be covered under STD.

Exclusions and limitations apply. Refer to the Exclusions and Limitations section for details.

Term Life Insurance Plan with Accidental Death Benefit

- Your choice of \$10,000, \$20,000, or \$30,000 of term life coverage for yourself.
- \$10,000, \$20,000, or \$30,000 matching accidental death benefit (amount depends on the term life amount you choose.)
- Benefits paid to the beneficiary of your choice.
- Sign up for term life for yourself, and you can enroll your eligible dependents for:
 - \$2,500 in term life for dependents over 6 months.
 - \$500 for children from birth through 6 months of age.
- Your benefits are reduced by 50% when you reach age 70.

Exclusions and limitations apply. Refer to the Exclusions and Limitations section for details.

COMMON DENTAL SERVICES

Types of charges covered by the Plan	Minimum percent of recognized charges the schedule pays*	Waiting period of continuous enrollment before Plan pays
Checkups and Cleaning	80%	None
Fillings	60%	3 Months
Oral Surgery	60%	3 Months
Crown and Bridge Repair	60%	3 Months
Denture Repair	60%	3 Months
Perio and Endodontic	50%	12 Months
Crown and Bridge	50%	12 Months
Dentures	50%	12 Months

* Percent could be higher based on PPO provider and location.

Exclusions and Limitations

This is a summary list. Coverages, features, limitations and exclusions may vary by state. This is not a contract. Only the insurance policy can provide the actual terms, coverages, amounts, conditions, limitations and exclusions. Except to the extent coverage for such benefit is specifically provided in your Booklet-Certificate, coverage is not provided for the following charges:

Medical Preexisting Condition Limitation:

Medical expenses for a preexisting condition are not covered (full postponement rule) for the first 365 days after the enrollee's effective date. Lookback period for determining a preexisting condition (conditions for which diagnosis, care and treatment was recommended or received) is 180 days prior to the effective date. The preexisting limitation period will be reduced by the number of days of prior creditable coverage the member has as of the effective date. The preexisting condition limitation does not apply to newborn or adopted children, or to any pregnancy.

As used above, "creditable coverage" means a person's prior medical coverage as defined in the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Medical Exclusions:

- Services and supplies not necessary, as determined by Aetna, for the diagnosis, care, or treatment of the disease or injury involved;
- Service or supply rendered by someone who is related to a covered person by blood (e.g., sibling, parent, grandparent, child), marriage (e.g., spouse or in-law) or adoption or is normally a member of the covered persons household.
- Injury arising out of or in the course of employment; or which is compensable under any Workers' Compensation or Occupational Disease Act or Law;
- Care, treatment, services or supplies that are not prescribed, recommended, or approved by the person's attending physician or dentist;
- Experimental or investigational services, drugs or supplies except to the extent required by law;
- Cosmetic or Reconstructive Surgery: This does not apply to reconstructive surgery incidental to or following surgery resulting from trauma, infection, or other diseases of the involved part; or because of congenital disease or anomaly of a covered person; or reconstructive surgery on a non-diseased breast to restore and achieve symmetry between two breasts following a mastectomy;
- Dental Care and treatment, except that required by injury and rendered within 6 months of the injury;
- Educational testing, or training related to learning disabilities or developmental delays;
- Services of a resident physician or intern rendered in that capacity;
- Charges made only because there is insurance or a person is not legally obligated to pay;
- Custodial care;
- Any expense incurred before the effective date of the policy or after the date the policy terminates;
- Eye surgery mainly to correct refractive errors;
- Education, special education, or job training whether or not given in a facility that also provides medical or psychiatric treatment;
- Therapy, supplies, or counseling for sexual dysfunctions or inadequacies that do not have a physiological or organic basis;
- Any drugs or supplies used for the treatment of erectile dysfunction, impotence, or sexual dysfunction or inadequacy;
- Performance, or lifestyle enhancement drugs or supplies;
- Artificial insemination, in vitro fertilization, or embryo transfer or any related procedures except where required by law to be covered;
- Routine physical exams, routine vision exams, routine dental exams, routine hearing exams, immunizations, or other preventive services and supplies, except to the extent coverage for such exams, immunizations, services, or supplies is specifically provided in your Booklet-Certificate;
- Marriage, family, child, career, social adjustment, pastoral, or financial counseling;
- Acupuncture therapy, except when its performed by a physician as a form of anesthesia in connection with surgery that is covered under this Plan;
- Speech therapy, except to restore speech to a person who has lost existing speech function as the result of a disease or injury;
- Inpatient or outpatient treatment of alcoholism, drug abuse and mental disorders;
- Private duty nursing;
- An injury sustained while the covered person was legally intoxicated or under the influence of alcohol as defined by the jurisdiction in which the injury occurred;
- An injury sustained while the covered person was voluntarily using any drug, narcotic or controlled substance unless as prescribed by a physician;
- Charges made by a hospital or treatment facility owned or run by the U.S. government unless a charge is made for such services in the absence of insurance;
- Charges made to treat an illness or injury sustained while flying as a pilot or crew member of any aircraft or travel or flight. This includes boarding or alighting in any vehicle or device while being used for any test or experimental purposes or while being operated by, for, or under; the direction of any military authority other than the Military Airlift Command of the United States or similar air transport service of any other country;
- Charges made by a hospital which does not unconditionally require payment (this does not apply to charges billed by Veterans Administration Hospitals);
- Charges made by a physician for non-surgical medical treatment given to a covered person while confined in an inpatient facility;
- Charges made for outpatient services and supplies that are not deemed to be physician office visits; emergency room visits; diagnostic and surgical services; or prescription drugs and medicines;
- Voluntary sterilization procedure or the reversal of a sterilization procedure;
- Weight Control services including: surgical procedures, medical treatments, weight control/loss programs; food supplements; or exercise programs;
- Charges furnished, paid for, or for which benefits are provided or required under any law of a government;
- Charges made for prescription drugs and medicines prescribed by a physician [on an inpatient and/or outpatient basis].
- Charges in excess of the Recognized Charge, based on the 80th percentile of the Medicode Medical Data Research Tables.

Vision Care Exclusions:

- Orthoptic vision training, subnormal vision aids, any associated supplemental testing;
- Medical and/or surgical treatment of the eyes or supporting structures;
- Any eye or vision examination, or any corrective eye wear, required by an employer as a condition of employment; or
- Services provided as a result of any Workers' Compensation law or similar legislation, or required by any governmental agency or program whether federal, state, or subdivision thereof.

Dental Exclusions:

In addition to the Medical Exclusions and Limitations listed above, the following charges are not covered under the Dental Plan Coverage, and they will not be recognized toward satisfaction of any Deductible amount.

- Cosmetic procedures unless needed as a result of injury. Any treatment that is elective or primarily cosmetic in nature and not generally recognized as an accepted dental practice by the American Dental Association. Facing on crowns, or pontics, posterior to the second bicuspid shall always be considered cosmetic. This includes dental care of a congenital or developmental malformation, unless benefits for orthodontic services are specifically provided;
- Initial placement of any prosthetic appliance or fixed bridge unless such placement is necessitated by the extraction of one or more functioning natural teeth while insured, provided such tooth was not an abutment for a prosthetic appliance installed during the proceeding 5 years or a fixed bridge installed during the preceding 7 years. The extraction of a third molar does not qualify. Any such appliance or fixed bridge must include the replacement of the extracted tooth or teeth;
- Replacement of lost or stolen appliances;
- Replacement of bridges unless the bridge cannot be made serviceable;
- Replacement of full or partial dentures unless the prosthetic appliance is more than 5 years old and cannot be made serviceable;
- Replacement of crowns, inlays or onlays unless the prior placement is more than 7 years old and cannot be made serviceable;

ATTACHMENT D.1

- Appliances, services or procedures relating to the change or maintenance of vertical dimension, restoration of occlusion, splinting, correction of attrition or abrasion, bite registration or bite analysis;
- Cast restorations and crowns for teeth that are not broken down by extensive decay or accidental injury or for teeth that can be restored by other means;
- Any procedure, service or supplies that are included as covered medical expenses under another group medical expense benefit plan;
- Prescribed drugs, pre-medication, analgesia or general anesthesia;
- Orthodontic treatment;
- Charges for implants of any type, and all related procedures, removal of implant, precision or semi-precious attachments, denture duplication, over-dentures and any associated surgery or other customized services or attachments;
- Any procedure that is not necessary;
- Any procedure begun or appliance installed before a covered person became insured;
- Any procedure begun after your insurance terminates, or for any prosthetic dental appliance finally installed or delivered more than 30 days after your insurance policy terminates;
- Orthognathic surgery;
- Any instruction for diet, plaque control and oral hygiene;
- Treatment of malignancies, cysts and neoplasms;
- Services provided for any type of temporomandibular (TMJ) or related structures, or myofascial pain;
- Failure to keep a scheduled visit or charges for the completion of any claim forms;
- Service or supply rendered by someone who is related to a covered person by blood (e.g. sibling, parent, grandparent, child), marriage (e.g., spouse or in-law) or adoption or is normally a member of the covered persons household;
- Charges in excess of the Recognized Charge, based on the 80th percentile of the Medicode Medical Data Research Tables.
- Injury arising out of or in the course of employment; or which is compensable under any Workers' Compensation or Occupational Disease Act or Law.

Short Term Disability Insurance Exclusions:

- Attempted suicide, while sane or insane, or intentional self-inflicted injury or sickness, unless as the result of a medical condition;
- Commission of or attempt to commit an act which is a felony in the jurisdiction in which the act occurred;
- Substance abuse;
- Occupational injury or sickness; or
- Any period during which a covered person is confined to a penal or correctional institution if the period of confinement exceeds 30 days.

Term Life Insurance Exclusion:

If a covered person dies as the result of suicide or any attempt at suicide, while sane or insane, within 2 years of their effective date of coverage, Term Life benefits will be limited to a refund of the premiums actually paid for the covered person's life insurance.

Accidental Death Benefit Exclusions:

- Riding in or boarding or alighting from any vehicle or device for aerial navigation as a pilot or crew member;
- Declared or undeclared war or an act of either;
- Suicide, a suicide attempt, self-destruction or an attempt to self-destroy while sane or insane;
- Intentionally self-inflicted injury while sane or insane, unless as the result of a medical condition;
- Sickness or disease, except pyogenic infections which occur through an accidental cut or wound;
- Medical or surgical treatment of sickness or disease;
- Intoxication or being under the influence of drugs unless taken as prescribed by a doctor. Intoxication means that which is defined and determined by the laws of the jurisdiction where the loss or cause of loss was incurred; or
- Participation in an illegal occupation or attempt to commit a felony.

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Coverages, features, limitations and exclusions may vary by state. This is not a contract. Only the insurance policy can provide the actual terms, coverages, amounts, conditions, limitations and exclusions. Insurance plans are underwritten by Aetna Life Insurance Company. Vision One® discount program is available through EyeMed Vision Care, LLC. Vision One is a registered trademark of Cole Vision Corporation. Prescription Drug Card is provided by Aetna Pharmacy Management. Preferred Provider Organization (PPO) network is administered by Aetna PPO Network. Plans are administered by Strategic Resource Company.

This material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, general description of plan benefits or programs and does not constitute a contract. Aetna does not provide health care services and, therefore, cannot guarantee any results or outcomes. Consult the plan documents (Booklet, Booklet-Certificate, Group Policy) to determine governing contractual provisions, including procedures, exclusions and limitations relating to the plan. The availability of a plan or program may vary by geographical service area. Some benefits are subject to limitations or visit maximums. With the exception of Aetna Rx Home Delivery, all participating physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna. Aetna Rx Home Delivery, LLC, is a subsidiary of Aetna Inc. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change. Notice of the change shall be provided in accordance with applicable state law. Information supplied by Aetna IntelliHealth or Healthwise Knowledgebase is for informational purposes only, is not medical advice and is not intended to be a substitute for proper medical care provided by a physician. While this material is believed to be accurate as of the print date, it is subject to change.





PEOPLE
POWER PERFORMANCE

TEMPFORCE

RANDSTAD UNIVERSITY

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- Multiple platforms of learning (e.g., CD ROM, intranet/internet, and classroom)
- Partner with recognized training vendors and eLearning content providers.
- Diverse curriculum that enables learning on an anytime/anywhere basis that supports key job functions and performance goals
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Section 5

ADDENDA
(If applicable)

TEMPFORCE

Gainesville Regional Utilities
City of Gainesville, Florida

Invitation to Bid No. 2009 - 004

Annual Contract for Temporary Personnel
Services for the City of Gainesville and
Gainesville Regional Utilities

**FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES, AND CAREER CENTER, INC. d/b/a TEMPFORCE
For
TEMPORARY PERSONNEL SERVICES**

THIS FIRST AMENDMENT with an effective date of January 1, 2015, by and between the **CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU")**, a Florida municipal corporation, 301 SE 4th Avenue, Gainesville, Florida 32601, and **CAREER CENTER, INC. d/b/a TEMPFORCE ("CONTRACTOR")**, a Florida corporation, with its office at 4740 NW 39th Avenue, Suite A, Gainesville, Florida 32606, referred to as "**Party**" OR "**Parties**" respectively.

WHEREAS, the Parties entered into a contract dated November 20, 2008 for the provision of temporary personnel services on an as needed basis effective through December 31, 2014 ("Initial Contract"); and

WHEREAS, the Initial Contract provides for a five-year extension of the contract upon negotiation of the prices and mutual agreement of the Parties; and

WHEREAS, the Parties have negotiated terms for a five-year extension of the Initial Contract through December 31, 2019; and

WHEREAS, the Parties must comply with the Patient Protection and Affordable Care Act; and

WHEREAS, additional language must be added to the Initial Contract to comply with the requirements of the Patient Protection and Affordable Care Act and other changes in the law.

NOW THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

1. Contractor shall continue to provide temporary personnel services in accordance with the terms and conditions of the Initial Contract and the First Amendment thereto (collectively, "Agreement").
2. The Agreement shall be extended through December 31, 2019.
3. Contractor agrees to comply with all provisions of the Patient Protection and Affordable Care Act (the "ACA") applicable to its temporary worker(s) provided to GRU under this Agreement, including the employer shared responsibility provisions relating to the offer of "Minimum Essential Coverage" to "Full-Time Employees" and their "Dependents" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable reporting provisions under Internal Revenue Code Section 6055 and 6056 and related regulations (the "Reporting Requirements").
4. Contractor shall indemnify and hold harmless GRU, its officials, agents, and employees from any suits, actions, damages, liability, expenses, taxes and penalties in connection with any temporary worker(s) provided to GRU under this Agreement, who are Full-Time Employees of Contractor, due to Contractor's failure: (i) to offer to such temporary worker(s) and their Dependents Minimum Essential Coverage; (ii) to pay any taxes or penalties for failure to offer to such temporary workers(s) Minimum Essential Coverage that is "affordable" and provides "minimum value" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations); (iii) to comply with any Reporting Requirements under the ACA, or (iv) otherwise comply with the ACA.
5. The invoice for services provided under this Agreement shall include an additional fee (.29 cents per hour as of 1/1/15) that reflects Contractor's cost of offering and providing coverage

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City of Gainesville
Gainesville Regional Utilities
Contract No. 2009-004

under the ACA. This additional fee may be adjusted periodically by Contractor upon 30 days written notice to GRU based on actual enrollment and costs. Neither GRU, nor its group health plan, nor any related party shall be liable if Contractor fails to pay benefits due temporary workers under Contractor's plan.

6. Paragraph 1.1 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Personnel. The Contractor shall employ only competent and skilled workers on the Work. Contractor shall perform this contract as an independent contractor. All persons engaged in any of the Work performed pursuant to the contract shall at all times be deemed employees of the Contractor. For Work performed by temporary employees, GRU may provide task-specific instruction and direction, but Contractor shall remain responsible for administrative control of the temporary employees. Neither Contractor, nor anyone employed by it, shall represent, act, or be deemed to be the agent or employee of GRU.
7. Paragraph 5.5 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Responsibility for Damages. Except to the extent caused by GRU's negligence or willful misconduct, or GRU's breach of this Agreement or failure to comply with applicable law, Contractor shall indemnify and hold harmless GRU, its officials, agents, and employees from any suits, actions, damages, liability, and expenses, including reasonable attorney's fees, in connection with any negligence, recklessness, intentional wrongdoing, or violation of law by the Contractor or any persons employed or utilized by Contractor in the performance of this Agreement.
8. Paragraph 5.6 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Enforcement or Litigation Costs. The Contractor shall pay all costs and expenses that may be incurred by GRU (i) in enforcing compliance by the Contractor with the provisions of this Contract, or (ii) in defending any proceeding or suit brought against GRU for violation by the Contractor of any law or ordinance, or (iii) in defending any action or suit for which indemnification is required hereunder. If GRU shall be, or be made, a party to any litigation with respect to any matter arising out of, or related to, this Contract as to which the Contractor is at fault or responsible, as set forth in Paragraph 5.5 of Section Three (General Conditions) of the Initial Contract or Paragraph 7 of this First Amendment, the Contractor shall pay all judgments, decrees and costs, including reasonable attorney's fees, incurred or imposed upon GRU in connection therewith.
9. Paragraph 6.3 of Section Three (General Conditions) of the Initial Contract is amended as follows:
 - a. The second sentence of Paragraph 6.3 is amended to read as follows: GRU shall be an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed, except to the extent caused by the acts or omissions of GRU.
 - b. Paragraph 6.3(a)(vi) is hereby deleted in its entirety.
10. The second sentence of Paragraph 6.4 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Contractor will provide GRU with thirty (30) days written notice prior to cancellation or material change in coverage.
11. Paragraph 3.2 of Section Four (Special Provisions) of the Initial Contract is amended to read as follows: The "Wage Rate" for each job description is listed on the Bid Form shall be determined by GRU based on GRU's job description and the current wage for the position. Revised Wage Rates shall be provided to Contractor prior to the anniversary date of the Contract and shall be made effective January 1st each year. The Wage Rate shall be the wage paid to the temporary worker(s) by Contractor. The Billing Rate shall be adjusted in conjunction with any Wage Rate modification. Contractor shall be responsible for paying any

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City of Gainesville
Gainesville Regional Utilities
Contract No. 2009-004

wages and payroll taxes of any temporary worker(s) provided to GRU under this Agreement. As such, any temporary worker(s) provided to GRU under this Agreement shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment with GRU unless otherwise required by law.

12. Paragraph 2.4 is hereby added to Section Five (Technical Specifications) of the Initial Contract and will read as follows: When making a request for temporary personnel services, GRU agrees to clearly specify the type(s) of position(s) and job duties that it wishes to be staffed. GRU agrees to not make any substantial changes in the temporary personnel's' job duties or risks without prior written agreement by Contractor.
13. Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Agreement, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the staffing services provided under this Agreement.
14. Contractor shall maintain records sufficient to document completion of the scope of services established by the Agreement. These records shall be subject at all reasonable time, upon reasonable advance notice, to review, inspect, copy and audit by persons duly authorized by GRU, at GRU's expense. These records shall be kept for a minimum of three (3) years after termination of the Agreement. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.
15. Florida has a very broad public records law. By entering into this Agreement with GRU, Contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes), as applicable to the services provided by Contractor. In complying with the Florida Public Records Act, Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by GRU in order to perform the service;
 - b. Provide the public with access to public records on the same terms and conditions that GRU would provide the records and at a cost that does not exceed the cost provided by law;
 - c. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to GRU, at no cost, all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to GRU in a format that is compatible with the information technology systems of GRU.

Failure to comply with the Florida Public Records Act, including failure to comply with a public records request, is a breach of this Contract between GRU and Contractor. The City may pursue all remedies for breach of this Contract.

16. All other terms and conditions of the Initial Contract, except as modified herein, shall remain in full force and effect.

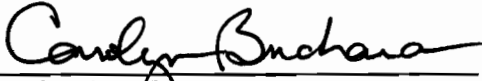
[signatures on following page]

ATTACHMENT D.1

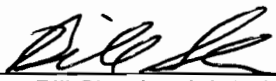
City of Gainesville
Gainesville Regional Utilities
Contract No. 2009-004

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original.

**CAREER CENTER, INC. d/b/a
TEMP FORCE**

By: 
Carolynn Buchanan
Owner/Manager

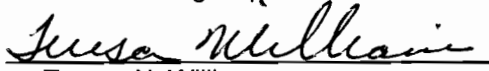
**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

By: 
Bill Shepherd, Interim AGM
Customer Support Services

Approved as to form and legality:


Stephanie M. Marchman
Sr. Assistant City Attorney

GRU Purchasing Representative


Teresa N. Williams
Buyer Analyst

**THIRD AMENDMENT TO THE CONTRACT BETWEEN
THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES,
AND CAREER CENTER, INC. d/b/a TEMPFORCE
FOR TEMPORARY PERSONNEL SERVICES**

THIS THIRD AMENDMENT is made and entered into this 25th day of November, 2019 by and between the **CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES (GRU)**, a Florida municipal corporation, and **CAREER CENTER, INC. d/b/a TEMPFORCE** ("Contractor"), a Florida Corporation with its principal place of business at 4740 NW 39th Avenue, Suite A, Gainesville, FL 32606, individually referred to as "Party" or collectively referred to as "Parties", respectively.

WHEREAS, the Parties entered into a contract on November 20, 2008 with a termination date December 31, 2014 ("Initial Contract"), for the provision of temporary personnel services on an as-needed basis; and

WHEREAS, the Parties agreed that this contract may be extended for a five (5) year period, upon mutual agreement of the Parties.

WHEREAS, the Parties negotiated terms for a five-year extension of the Initial Contract through December 31, 2019 ("First Amendment").

WHEREAS, the Parties amended the agreement to include NAES as an additional insured under the Initial Contract.

WHEREAS, the Parties agree to extend the Initial Contract, as amended by the First Amendment, for an additional nine months to permit GRU to bid the services.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

1. The Initial Contract, as amended by the First Amendment, is extended for an additional nine (9) months, to expire on September 30, 2020.
2. Paragraph 3.2 of Section Four (Special Provisions of the Initial Contract, as amended by the First Amendment, is amended to read as follows: The Wage Rate (\$/Hour) equals 85% of the Minimum Pay Rate for the position as offered by the City at the time of hire. Direct reference to the City's Job Description for the position and Pay Rate (located on the City's website here: <https://www.governmentjobs.com/careers/gainesville/classspecs>, should be provided as back-up for the bill rate quoted. The Bill Rate (\$/Hour) will be determined by the All-Inclusive Multipliers indicated on Section One – Bid Form-3 of the Initial Contract.
3. Contractor may remove NAES as an additional insured.
4. Add revised Public Records Law by amending paragraph 15 of the First Amendment.

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

- a. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.
- b. Upon request from GRU's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.
 - d. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.
 - e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.
5. Except as modified herein, all terms and conditions of the Initial Contract, and the First shall remain in full force and effect, including Section 3 – General Terms and Conditions; Section 4 – Special Provisions; and Section 5 – Technical Specifications.

IN WITNESS WHEREOF, the Parties hereto have executed this 1st Amendment on the date first above written.

**CAREER CENTER, INC. d/b/a
TEMPFORCE**

BY: 
Carolynn Buchanan (Nov 25, 2019)

Carolynn Buchanan
Owner/Manager

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

BY: 
William J. Shepherd (Nov 25, 2019)

William J. Shepherd
Chief Customer Officer

Approved as to form and legality:


Lisa C. Bennett (Nov 23, 2019)

Lisa C. Bennett
Senior Assistant City Attorney

Procurement Representative:


Robbin Odowski (Nov 25, 2019)

Robbin R. Odowski, CPPB
Procurement Specialist II

**SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES, AND CAREER CENTER, INC. d/b/a TEMPFORCE
For
TEMPORARY PERSONNEL SERVICES**

THIS SECOND AMENDMENT with an effective date of April 6, 2018, by and between the **CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU")**, a Florida municipal corporation, 301 SE 4th Avenue, Gainesville, Florida 32601, and **CAREER CENTER, INC. d/b/a TEMPFORCE ("CONTRACTOR")**, a Florida corporation, with its office at 4740 NW 39th Avenue, Suite A, Gainesville, Florida 32606, referred to as "**PARTY**" OR "**PARTIES**" respectively.

WHEREAS, the **PARTIES** entered into a contract dated November 20, 2008 for the provision of temporary personnel services on an as needed basis effective through December 31, 2014 ("**INITIAL CONTRACT**"); and

WHEREAS, the **INITIAL CONTRACT** provides for a five-year extension of the contract upon negotiation of the prices and mutual agreement of the **PARTIES**; and

WHEREAS, the **PARTIES** have negotiated terms for a five-year extension of the **INITIAL CONTRACT** through December 31, 2019; and

WHEREAS, the **PARTIES** must comply with the Patient Protection and Affordable Care Act; and

WHEREAS, the **PARTIES** have negotiated additional language to comply with the requirements Patient Protection and Affordable Care Act.

WHEREAS, the **PARTIES** have negotiated language to the **INITIAL CONTRACT** to add Deerhaven Renewables.

NOW THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the **PARTIES** agree as follows:

1. Contractor shall continue to provide temporary personnel services in accordance with the terms and conditions of the Initial Contract.
2. The **CONTRACTOR** agrees to name the Operations and Maintenance Services provider as additional insured with respect to the General Liability Policy.
NAES Corporation
Deerhaven Renewable
11201 NW 13th Street Gainesville, FL 32653
4. All other terms and conditions of the **INITIAL CONTRACT**, except as modified herein, shall remain in full force and effect.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF the PARTIES hereto have executed this First Amendment on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original.

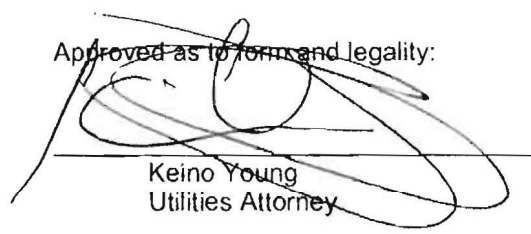
CAREER CENTER, INC. d/b/a
TEMP FORCE

By: 
Carolynn Buchanan
Owner/Manager

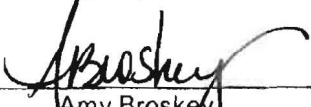
CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES

By:  4/17/18
William J. Shepherd
Chief Customer Officer

Approved as to form and legality:


Keino Young
Utilities Attorney

Purchasing Representative:


Amy Broskey
Buyer Analyst

**FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES, AND CAREER CENTER, INC. d/b/a TEMPFORCE
For
TEMPORARY PERSONNEL SERVICES**

THIS FIRST AMENDMENT with an effective date of January 1, 2015, by and between the **CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU")**, a Florida municipal corporation, 301 SE 4th Avenue, Gainesville, Florida 32601, and **CAREER CENTER, INC. d/b/a TEMPFORCE ("CONTRACTOR")**, a Florida corporation, with its office at 4740 NW 39th Avenue, Suite A, Gainesville, Florida 32606, referred to as "**Party**" OR "**Parties**" respectively.

WHEREAS, the Parties entered into a contract dated November 20, 2008 for the provision of temporary personnel services on an as needed basis effective through December 31, 2014 ("Initial Contract"); and

WHEREAS, the Initial Contract provides for a five-year extension of the contract upon negotiation of the prices and mutual agreement of the Parties; and

WHEREAS, the Parties have negotiated terms for a five-year extension of the Initial Contract through December 31, 2019; and

WHEREAS, the Parties must comply with the Patient Protection and Affordable Care Act; and

WHEREAS, additional language must be added to the Initial Contract to comply with the requirements of the Patient Protection and Affordable Care Act and other changes in the law.

NOW THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

1. Contractor shall continue to provide temporary personnel services in accordance with the terms and conditions of the Initial Contract and the First Amendment thereto (collectively, "Agreement").
2. The Agreement shall be extended through December 31, 2019.
3. Contractor agrees to comply with all provisions of the Patient Protection and Affordable Care Act (the "ACA") applicable to its temporary worker(s) provided to GRU under this Agreement, including the employer shared responsibility provisions relating to the offer of "Minimum Essential Coverage" to "Full-Time Employees" and their "Dependents" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable reporting provisions under Internal Revenue Code Section 6055 and 6056 and related regulations (the "Reporting Requirements").
4. Contractor shall indemnify and hold harmless GRU, its officials, agents, and employees from any suits, actions, damages, liability, expenses, taxes and penalties in connection with any temporary worker(s) provided to GRU under this Agreement, who are Full-Time Employees of Contractor, due to Contractor's failure: (i) to offer to such temporary worker(s) and their Dependents Minimum Essential Coverage; (ii) to pay any taxes or penalties for failure to offer to such temporary workers(s) Minimum Essential Coverage that is "affordable" and provides "minimum value" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations); (iii) to comply with any Reporting Requirements under the ACA, or (iv) otherwise comply with the ACA.
5. The invoice for services provided under this Agreement shall include an additional fee (.29 cents per hour as of 1/1/15) that reflects Contractor's cost of offering and providing coverage

under the ACA. This additional fee may be adjusted periodically by Contractor upon 30 days written notice to GRU based on actual enrollment and costs. Neither GRU, nor its group health plan, nor any related party shall be liable if Contractor fails to pay benefits due temporary workers under Contractor's plan.

6. Paragraph 1.1 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Personnel. The Contractor shall employ only competent and skilled workers on the Work. Contractor shall perform this contract as an independent contractor. All persons engaged in any of the Work performed pursuant to the contract shall at all times be deemed employees of the Contractor. For Work performed by temporary employees, GRU may provide task-specific instruction and direction, but Contractor shall remain responsible for administrative control of the temporary employees. Neither Contractor, nor anyone employed by it, shall represent, act, or be deemed to be the agent or employee of GRU.
7. Paragraph 5.5 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Responsibility for Damages. Except to the extent caused by GRU's negligence or willful misconduct, or GRU's breach of this Agreement or failure to comply with applicable law, Contractor shall indemnify and hold harmless GRU, its officials, agents, and employees from any suits, actions, damages, liability, and expenses, including reasonable attorney's fees, in connection with any negligence, recklessness, intentional wrongdoing, or violation of law by the Contractor or any persons employed or utilized by Contractor in the performance of this Agreement.
8. Paragraph 5.6 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Enforcement or Litigation Costs. The Contractor shall pay all costs and expenses that may be incurred by GRU (i) in enforcing compliance by the Contractor with the provisions of this Contract, or (ii) in defending any proceeding or suit brought against GRU for violation by the Contractor of any law or ordinance, or (iii) in defending any action or suit for which indemnification is required hereunder. If GRU shall be, or be made, a party to any litigation with respect to any matter arising out of, or related to, this Contract as to which the Contractor is at fault or responsible, as set forth in Paragraph 5.5 of Section Three (General Conditions) of the Initial Contract or Paragraph 7 of this First Amendment, the Contractor shall pay all judgments, decrees and costs, including reasonable attorney's fees, incurred or imposed upon GRU in connection therewith.
9. Paragraph 6.3 of Section Three (General Conditions) of the Initial Contract is amended as follows:
 - a. The second sentence of Paragraph 6.3 is amended to read as follows: GRU shall be an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed, except to the extent caused by the acts or omissions of GRU.
 - b. Paragraph 6.3(a)(vi) is hereby deleted in its entirety.
10. The second sentence of Paragraph 6.4 of Section Three (General Conditions) of the Initial Contract is amended to read as follows: Contractor will provide GRU with thirty (30) days written notice prior to cancellation or material change in coverage.
11. Paragraph 3.2 of Section Four (Special Provisions) of the Initial Contract is amended to read as follows: The "Wage Rate" for each job description is listed on the Bid Form shall be determined by GRU based on GRU's job description and the current wage for the position. Revised Wage Rates shall be provided to Contractor prior to the anniversary date of the Contract and shall be made effective January 1st each year. The Wage Rate shall be the wage paid to the temporary worker(s) by Contractor. The Billing Rate shall be adjusted in conjunction with any Wage Rate modification. Contractor shall be responsible for paying any

wages and payroll taxes of any temporary worker(s) provided to GRU under this Agreement. As such, any temporary worker(s) provided to GRU under this Agreement shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment with GRU unless otherwise required by law.

12. Paragraph 2.4 is hereby added to Section Five (Technical Specifications) of the Initial Contract and will read as follows: When making a request for temporary personnel services, GRU agrees to clearly specify the type(s) of position(s) and job duties that it wishes to be staffed. GRU agrees to not make any substantial changes in the temporary personnel's' job duties or risks without prior written agreement by Contractor.
13. Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Agreement, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the staffing services provided under this Agreement.
14. Contractor shall maintain records sufficient to document completion of the scope of services established by the Agreement. These records shall be subject at all reasonable time, upon reasonable advance notice, to review, inspect, copy and audit by persons duly authorized by GRU, at GRU's expense. These records shall be kept for a minimum of three (3) years after termination of the Agreement. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.
15. Florida has a very broad public records law. By entering into this Agreement with GRU, Contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes), as applicable to the services provided by Contractor. In complying with the Florida Public Records Act, Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by GRU in order to perform the service;
 - b. Provide the public with access to public records on the same terms and conditions that GRU would provide the records and at a cost that does not exceed the cost provided by law;
 - c. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to GRU, at no cost, all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to GRU in a format that is compatible with the information technology systems of GRU.

Failure to comply with the Florida Public Records Act, including failure to comply with a public records request, is a breach of this Contract between GRU and Contractor. The City may pursue all remedies for breach of this Contract.

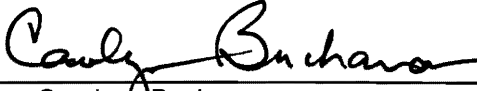
16. All other terms and conditions of the Initial Contract, except as modified herein, shall remain in full force and effect.

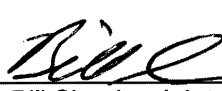
[signatures on following page]

IN WITNESS WHEREOF the Parties hereto have executed this First Amendment on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original.

**CAREER CENTER, INC. d/b/a
TEMP FORCE**

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


By: 
Carolyn Buchanan
Owner/Manager

By: 
Bill Shepherd, Interim AGM
Customer Support Services

Approved as to form and legality:


Stephanie M. Marchman
Sr. Assistant City Attorney

GRU Purchasing Representative


Teresa N. Williams
Buyer Analyst

**CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES AND
CAREER CENTER, INC. D/B/A TEMPFORCE**

Annual Contract for Temporary Personnel Services

THIS CONTRACT, entered into on the 20th day of November, 2008* by and between THE CITY OF GAINESVILLE, a Florida municipal corporation doing business as GAINESVILLE REGIONAL UTILITIES, 301 SE 4th Avenue, Gainesville, FL 32601, ("GRU"), and CAREER CENTER, INC. d/b/a TEMPFORCE, a Florida Corporation, 1236 NW 18th Avenue, Gainesville, Florida 32609 ("Contractor").

WHEREAS, GRU requires temporary personnel services on an as-needed basis; and

WHEREAS, GRU issued an Invitation to Bid No. 2009 - 004 dated October 6, 2008 to establish a Contract for the provision of temporary personnel services; and

WHEREAS, Contractor submitted a bid dated October 17, 2008 to perform the work in accordance with the Invitation to Bid; and

WHEREAS, GRU desires to award this Contract to Contractor for the provision of temporary personnel services.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the parties agree as follows:

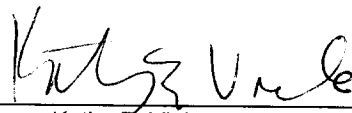
1. Contractor shall provide temporary personnel services on an as-needed basis with following enumerated Specifications and Documents, which are attached hereto and by this reference, are incorporated herein.
 - 1.1 GRU's Invitation to Bid No. 2009 - 004 dated October 6, 2008 (Attachment "A").
 - 1.2 Contractor's Proposal, dated October 17, 2008 (Attachment "B").
2. GRU shall pay the Contractor for the faithful performance of this Contract the price as bid by the Contractor. Payment of any amount due on this Contract shall be made upon verified invoice within thirty (30) days of the receipt of the approved invoice.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

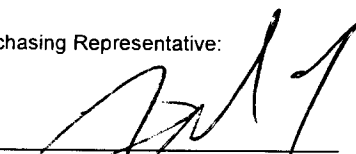
CAREER CENTER, INC. d/b/a
TEMPFORCE

BY: 
Carolynn Buchanan
Owner/ Manager


CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES

BY: 
Kathy E. Viehe, AGM
Customer Support Services

Purchasing Representative:


E. Alexander Corvetto
Buyer Analyst

Approved as to form and legality:


Raymond O. Manasco, Jr.
Utilities Attorney

SECTION THREE

GENERAL CONDITIONS

1.0 CONDUCT OF THE WORK.

- 1.1 Personnel. The Contractor shall employ only competent and skilled workers on the Work. Contractor shall perform this contract as an independent contractor. All persons engaged in any of the Work performed pursuant to this contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. Neither Contractor, nor anyone employed by it, shall represent, act, or be deemed to be the agent or employee of GRU.
- 1.2 Warranty of Service. Contractor warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with that standard of care and skill ordinarily exercised by members of the profession or vocation doing similar work.
- 1.3 Noninfringement. Contractor warrants that any work product or other material furnished to GRU does not infringe on any third party rights in any US patent, copyright, trademark or trade secret.
- 1.4 Extra work. Without invalidating the Contract, GRU may, at any time, by written order and without preliminary notice to the surety, order extra work within the general scope or alter the work by addition or reduction, and the contract price will be adjusted accordingly.

2.0 CANCELLATION.

- 2.1 If the term of the Contract resulting from this bid continues beyond the current fiscal year and funds for such Contract are not approved during a subsequent fiscal year, GRU reserves the right to terminate such Contract without cause upon thirty (30) days written notice to Contractor.
- 2.2 GRU reserves the right to cancel any Contract arising out of an award under this ITB if, in its opinion, there is any failure to adequately perform the requirements of this ITB. Under these conditions, cancellation will be effective immediately upon written notification to the Contractor and such cancellation will relieve GRU from any obligation to purchase any items under such Contract.

3.0 CONTRACT PRICE.

- 3.1 Price. GRU shall pay the Contractor for the work at the price[s] stated on the Contract. No additional payment shall be made to the Contractor except for additional work or materials

as stated on a valid change order issued by GRU prior to the performance of the work or delivery of materials.

- 3.2 Final Payment/Acceptance. The acceptance by the Contractor of final payment due on termination of the Contract, shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against GRU under the provisions of the Contract.
- 4.0 **TIME OF COMPLETION.** Time is of the essence for the completion of all work under the resulting Contract. The work shall be completed within the time frame provided on the Bid Form.
- 5.0 **RESPONSIBILITIES OF THE CONTRACTOR.**
- 5.1 Performance. The Contractor shall perform all the Work promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. The Contractor in doing the work shall have the freedom to perform the authorized work by such means and in such a manner as it may choose within the limits of these Specifications.
- 5.2 Materials, Services and Facilities. The Contractor shall provide and pay for all labor, tools, equipment, transportation and materials and these shall be of a high quality in every respect. The Contractor's employees shall be as clean and as in good appearance as the job conditions permit and shall conduct themselves in an industrious and courteous manner. Modern tools kept in good working order shall be utilized. Adequate first aid supplies shall be provided by the Contractor and shall be accessible to the employees.
- 5.3 Subcontractors.
- a. The Special Provisions section of the specifications will indicate whether or not subcontractors are allowed. If subcontractors are allowed, the Contractor may utilize service or specialty Subcontractors on those parts of the work which under normal contracting practices are performed by specialty Subcontractors. If Subcontractors are to be used, the following provisions shall apply.
 - b. The Contractor shall notify GRU in writing of any subcontract that is to be utilized and no Subcontractor shall be employed without the written approval of GRU.
 - c. The Contractor shall be as fully responsible to GRU for acts and omissions of persons directly or indirectly employed by it as it is for the acts and omissions of persons strictly employed by him.
 - d. Nothing contained in this Contract shall create any kind of contractual relationship between the Subcontractor and GRU.

- e. GRU of Gainesville strongly encourages participation in this project by minority and small business subcontractors. The successful bidder will be requested to provide information on anticipated participation of MBES and SBES prior to commencement and actual participation, in terms of dollars, prior to closeout of the project.
- 5.4 Compliance with Laws and Regulations. All City, County, State and Federal laws, regulations or ordinances must be strictly observed. Contractors shall be responsible for all practical and legal notices and signals to the public while the work is in progress and shall take precautions that may be necessary to protect life and property.
- 5.5 Responsibility for Damages. The Contractor shall indemnify and hold harmless GRU and its elected and appointed officials from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.
- 5.6 Enforcement or Litigation Costs. The Contractor shall pay all costs and expenses that may be incurred by GRU (i) in enforcing compliance by the Contractor with the provisions of this Contract, or (ii) in defending any proceeding or suit brought against GRU for violation by the Contractor of any law or ordinance, or (iii) in defending any action or suit for which indemnification is required hereunder. If GRU shall be, or be made, a party to any litigation with respect to any matter arising out of, or related to, this Contract as to which the Contractor is at fault or responsible, the Contractor shall pay all judgments, decrees and costs, including reasonable attorney's fees, incurred by or imposed upon GRU in connection therewith.
- 6.0 INSURANCE.**
- 6.1 Contractor's and Subcontractor's Insurance. The Contractor shall not commence work until he has obtained all the insurance required under this section and until such insurance has been approved by GRU nor shall the Contractor allow any Subcontractor to commence work until the Subcontractor has obtained the insurance required for a Contractor herein and such insurance has been approved unless the Subcontractor's work is covered by the protections afforded by the Contractor's insurance.
- 6.2 Workman's Compensation Insurance. The Contractor shall procure and maintain workers' compensation insurance to the extent required by law for all its employees to be engaged in work under this Contract. In case any employees are to be engaged in hazardous work under this Contract and are not protected under the workers' compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- 6.3 Public Liability Insurance. If Insurance is required in the Special Provisions of the specifications, the Contractor shall procure and shall maintain broad form comprehensive general liability insurance and comprehensive automobile liability insurance with coverage amounts as listed in the Special Provisions section. GRU shall be an additional insured on

this insurance with respect to all claims arising out of the operations or work to be performed.

- a. Comprehensive General (Public) Liability (other than automobile)
 - i. Premises/Operations
 - ii. Independent Contractors
 - iii. Products/Completed Operations
 - iv. Personal Injury
 - v. Contractual Liability
 - vi. Explosion, collapse and underground property damage

- b. Automobile Bodily Injury/ Automobile Property Damage Liability
 - i. City/Leased Automobiles
 - ii. Non-Owned Automobiles
 - iii. Hired Automobiles

- 6.4 **Proof of Carriage of Insurance.** The Contractor shall furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required. Such certificate or an endorsement provided by the Contractor must state that GRU will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement naming GRU as Additional Insured must accompany the certificate of insurance.
- 7.0 **PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to its performance of the work.
- 8.0 **ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or subcontract in whole or in part its rights or obligation under this Contract or any monies due or to become due thereunder without the written consent of GRU.
- 9.0 **LIENS.** Before the final acceptance of the work and payment by GRU, the Contractor shall furnish to GRU proper satisfactory evidence, under oath, that all claims for labor and materials employed or used in the construction of said work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to the Contractor under this Contract until the liability shall be fully discharged.
- 10.0 **DEFECTIVE WORK AND MATERIALS.**
- 10.1 All materials furnished or work done, when not in accordance with the intent of these Specifications, shall be rejected and shall be removed immediately and replaced by suitable and satisfactory work and materials at no further cost to GRU. Failure to reject any defective work or materials will not prevent later rejection when such a defect is discovered

and shall not relieve the Contractor of his obligation to fulfill his Contract even though such work and materials have been previously inspected by GRU and accepted; and it shall not obligate GRU to final acceptance nor shall it prevent GRU at any time subsequent from recovering damages from work actually shown to be defective.

10.2 If the Contractor fails to remove any defective work or materials, GRU shall have the right to stop work and remedy the cause at the expense of the Contractor.

10.3 If GRU deems it expedient to accept minor imperfect work, GRU shall have the right to retain such work and an equitable deduction shall be made in the Contract price.

11.0 TERMINATION / DEFAULT.

11.1 If the Contractor shall be adjudged as bankrupt, or if he should make a general assignment for the benefit of its creditor(s), or if a receiver shall be appointed for the Contractor, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if it should refuse or fail to make payment to persons supplying labor or materials for the work under the Contract, or it persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) days' prior written notice to the Contractor of its intent to terminate and such default shall continue unremedied for a period of ten (10) days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the work; and GRU may take possession of and utilize in completing the work such materials, appliances, equipment as may be on the site of the work and necessary therefore. The Contractor shall be liable to GRU for any damages resulting from such default.

11.2 Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by GRU that the bidder or its affiliates have committed any act which would have been cause for debarment.

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

11.4 GRU reserves the right to terminate this Contract without cause upon thirty (30) days written notice to Contractor.

12.0 DELAY.

12.1 Notwithstanding the completion schedule, GRU shall have the right to delay performance for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the performance schedule shall be extended for a period equivalent to the time

lost by reason of GRU's delay. Such extension of time shall be the Contractor's sole and exclusive remedy for such delay.

- 12.2 If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either GRU or Contractor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by GRU, within its control, Contractor's sole and exclusive remedy under the contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the contract plus Contractor's lost profit in respect to the equipment or materials procured, manufactured or kept for GRU under the Contract. None of the aforementioned costs shall be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Contractor shall not be entitled to make any other claim, whether in breach of contract or in tort for damages resulting in such delay.
- 12.3 If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either GRU or the Contractor then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.
- 12.4 GRU reserves the right to terminate this Contract without cause upon thirty (30) days written notice to Contractor.

13.0 WARRANTY/GUARANTEE.

- 13.1 Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all work will be of good quality and free from defects and in accordance with the Specifications.
- 13.2 Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the warranty period stated in the Special Provisions section of the specifications.
- 13.3 No provision contained in these Specifications shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with law.
- 13.4 No provision contained in these Specifications shall be held to limit the terms and conditions of the manufacturer's warranty and Contractor shall secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible.

14.0 PAYMENT.

- 14.1 Invoicing. The Contractor shall be responsible for invoicing the City for work performed. The Contractor shall submit invoices for General Government and GRU separately. Invoices shall be directed to the following Accounts Payable Departments:

**General Government /
City of Gainesville**

Accounts Payable
P.O. Box 490, Station 15
Gainesville, FL 32602

Gainesville Regional Utilities

Accounts Payable
P.O. Box 147117, Station A - 105
Gainesville, FL 32614-7117

- 14.2 Required Information. The Contractor's invoices must include the following information: the correct job number, the work location, engineer, job start date, and job completion date. Most of this information can be obtained directly from the Contractor Summary Package as prepared by the Engineer. Invoices for completed work must be submitted no later than thirty (30) days from the completion date of the work. Invoices for partially completed work will be allowed by exception only and at GRU's discretion. All partial invoices must be clearly identified as such on the face of the invoice.
- 14.3 Payment. Payment will be due to the Contractor thirty (30) days after receipt of the invoice, provided, however, that the Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by GRU due to failure by the Contractor to comply with these Specifications or because unacceptable equipment or materials were delivered as determined by GRU's inspection. GRU shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.
- 14.4 Claim for Extra Payment. If the Contractor claims that any instruction or change issued by GRU involves extra cost, it shall so notify GRU in writing within ten (10) days after receipt of such instruction and in any event secure approval before proceeding to execute the work.
- 15.0 NOTICES.**
- 15.1 Notices to the Contractor pursuant to these Specifications shall be deemed to have been properly sent when mailed to the Contractor at the address provided on the Bid Forms.
- 15.2 Notices to GRU shall be deemed to have been properly sent when mailed to Utilities Purchasing, Gainesville Regional Utilities, P.O. Box 147117, Station A130, Gainesville, Florida 32614-7117.
- 16.0 DISPUTES.** Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the General Manager or his designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute preceding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The General Manager or his designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties.

Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of GRU.

- 17.0 SOVEREIGN IMMUNITY.** Nothing in this document shall be interpreted to waive the City's sovereign immunity.
- 18.0 GOVERNING LAW.** Any resulting transaction hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflict of laws. Venue for all disputes shall be in Alachua County, Florida.

SECTION FOUR

SPECIAL PROVISIONS

- 1.0 SCOPE.** These Special Provisions amend or supplement the Invitation to Bid and General Conditions as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Special Provisions.
- 2.0 AUTHORIZED REPRESENTATIVES.** The Purchasing Representative for this Project is E. Alexander Corvetto. Questions regarding this Invitation to Bid and the administration of the resulting contract should be directed to Mr. Corvetto at (352) 393-1209 or via facsimile at (352) 334-2989.
- 3.0 DESCRIPTION OF WORK.**
 - 3.1 A contract for temporary personnel services is required on an as needed basis for various departments within the City of Gainesville’s General Government and Gainesville Regional Utilities departments.
 - 3.2 The “Wage Rate” for each job description as listed on the Bid Form shall be determined by the City based on the City’s job description and the current wage for the position. Revised Wage Rates shall be provided to the Contractor prior to the anniversary date of the Contract and shall be made effective January 1st each year. The Wage Rate shall be the wage paid to the temporary employee. The Billing Rate shall be adjusted in conjunction with any Wage Rate modification.
 - 3.3 Historical data of temporary services provided in this solicitation are provided solely for the guidance of bidders in establishing a possible estimate of the volume to be expected. Data provided shall in no way be binding as to an exact quantity or value of the contract. Neither shall the historical data be interpreted as a guaranteed minimum or maximum.
- 4.0 HISTORICAL USAGE.** The following historical data is provided for informational purposes only to assist potential bidders in the preparation of bids. The data should not be interpreted as any guarantee of future requirements.

	<u>General Government</u>	<u>GRU</u>
Total expenditures for FY 2007		
(12 months)	\$319,444	\$207,979

Job Classification **Total number of hours required over the past three years of the contract (General Government & GRU combined)**

Account Clerk	5,402
Computer Assistant	1,168
Computer Programmer	341
Customer Service Rep.	5,987
Drafter/Graphics	372
Human Resources Tech.	2,764
Laborer (all)	54,876
Programmer/Analyst	588
Support Staff (all)	47,126

The following positions did not have requirements during the last three years but are typical positions that may be required under the contract in the future.

Housing Specialist
Recreation Aide
Research Assistant
Systems Analyst

Note: Other job classifications not listed above will be requested on an as-needed basis and approved by the City's Human Resource Department.

5.0 TERMS OF AWARD.

- 5.1 Award will be made to the lowest, responsive, responsible bidder based on cost of annual maintenance.
- 5.2 GRU reserves the right to award the Contract to other than the lowest bidder for such reasons as delivery and/or performance times and utilization of minority or small business contractors or subcontractors.
- 5.3 GRU reserves the right to reject any and all bids, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. Also, GRU reserves the right to reject the bid of any bidder if GRU believes that it would not be in its best interest to make an award to that bidder, whether because the bid is not responsive or the bidder is not responsible, as determined by GRU.
- 5.4 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 5.5 If the contract(s) is to be awarded, GRU will give the Successful Bidder(s) a Notice of Award within sixty (60) days after the bid date. All Bids shall remain valid for sixty (60) days from the Bid Date.
- 5.6 When GRU gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all other written Contract Documents attached. Within fifteen (15) days thereafter Contractor shall sign and deliver the required number of counterparts of the Contract and attached documents to GRU with the required Bonds, if applicable. GRU shall deliver one fully signed counterpart to Contractor.
- 5.7 Failure on the part of the successful Bidder to execute a Contract within fifteen (15) days after the notice of acceptance shall be just cause for annulment of award.
- 5.8 GRU may then accept the bid of the next lowest bidder or readvertise the bid. If the bid of the next lowest bidder is accepted, this acceptance shall bind such bidder as though it was the original Successful Bidder.

6.0 TERM OF AGREEMENT.

- 6.1 The term of the Contract shall commence on January 1, 2009 and terminate on December 31, 2014. The contract may be extended for one (1) additional five-year period, upon negotiation of the prices and the mutual agreement of the parties.
- 6.2 Termination without Cause. Either Party may terminate this Agreement with a thirty (30) days' prior written notice to the other Party. Upon receipt or giving of notice of termination, Contractor shall cease work and shall promptly deliver all material used for training to GRU. Within thirty (30) days after delivery of completed work and an invoice therefore, GRU will pay Contractor for all satisfactorily completed work pursuant to the terms hereof. Termination under this paragraph shall not give rise to any claim against GRU, its employees or agents, for damages or for compensation in addition to that provided hereunder.
- 6.3 Termination for Cause. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner the agreed obligations, fail to meet the schedule, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, GRU shall thereupon have the right to terminate this Agreement by giving a ten (10) day written notice to Contractor of the effective date of such termination. If Contractor fails to cure such default within the ten (10) days to the satisfaction of GRU, this Agreement shall then terminate as stated. Upon such termination, Contractor shall be entitled to payment of such amount, to be determined by GRU, to fairly compensate Contractor for the work satisfactorily performed to the termination date; provided, however, that (a) no allowance shall be included for termination expenses, and (b) GRU shall deduct from such amount and from any amount due and payable to Contractor to the termination date.
- 6.4 GRU reserves the right to cancel any Contract arising out of an award under this ITB if, in its opinion, there is any failure to adequately perform the requirements of this ITB. Under these

conditions, cancellation will be effective immediately upon written notification to the Contractor and such cancellation will relieve GRU from any obligation to purchase any items under such Contract.

6.5 Adjustments to the contract price may be requested by the Contractor at least sixty (60) days prior to the anniversary date of October 1 each year. Any negotiated price change shall become effective on October 1 of that year. The Contractor shall provide documentation for any price increase and the price increase shall not exceed the Consumer Price Index (CPI) "Not Seasonally Adjusted" during the previous twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

7.0 **SUBCONTRACTORS.** Subcontractors are not allowed.

8.0 **SUBMISSION OF BIDS.** Bids via e-mail or facsimile are not acceptable (see item 6.2 of the Instruction to Bidders for further instructions).

9.0 **INSURANCE**

Insurance is required in the amounts stated below:

Commercial General Liability	\$1,000,000 combined single limit for bodily injury and property damage
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
Worker's Compensation	Statutory Limits

10.0 **BONDS.**

10.1 Bid Bonds and Performance Bonds are NOT required.

10.2 A Commercial Blanket Bond **IS** required for any bids that result in a Contract with the City.

11.0 **EXCLUSIVITY.** This is an exclusive contract. The City will purchase all its requirements for this service under this Contract, unless the Contractor is unable to meet all requirements.

12.0 **BID SUBMITTALS.** The Bidder shall provide the following information with the bid submittal. Failure to provide this information may be cause for the bid to be deemed non-responsive.

12.1 A listing of three (3) business references with similar jobs and/or specifications for contracts performed of similar size and nature. Include a contact name and phone number for each reference.

12.2 General information about the business including such information as the business' staff and experience, number of years in temporary personnel service business, location of office(s), applicant screening process, etc.

12.3 The business' recruitment policy, practices and philosophy.

13.0 CONTRACT POST-AWARD ORIENTATION.

13.1 After a contract has been awarded, but before any written orders are initiated, the Contract Administrator will conduct an orientation conference with the Contractor and appropriate representatives of the City. The purpose of the orientation conference is to aid both GRU and Contractor personnel in achieving a clear and mutual understanding of general contract requirements.

Contractor shall submit at least three business references with similar jobs and/or specifications.

SECTION FIVE

TECHNICAL SPECIFICATIONS

- 1.0 SCOPE.** The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.
- 2.0 DETAILED DESCRIPTION OF THE WORK.**
- 2.1 The Contractor shall provide temporary personnel services on an as-needed basis for various City of Gainesville and Gainesville Regional Utilities departments.
- 2.2 Descriptions for each job classification within the City are provided for some general categories and standard job classification for possible requirements of temporary personnel (See Attachment 1). 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. If the required job classification is not listed in the Contract based on the experience and skills required, the Contractor shall propose an hourly wage rate for the job classification which will be subject to the approval by the City. The All-Inclusive Multiplier shall be applied to the wage rate to determine the billing rate. Any job classification not already established in the Contract shall be approved the City's Human Resource Department.
- 3.0 TESTING AND TRAINING.**
- 3.1 The Contractor shall be responsible for conducting the following services prior to employment of temporary personnel upon request by the City. The service shall be billed in accordance with the rates stated in the bid, if not included in the billing rate.
- 3.1.1 Health Assessments: At the request of the City, the Contractor shall conduct (or have conducted) health assessments to determine an employee's general state of health and physical ability to perform the job for which the employee is requested.
- 3.1.2 Drug Testing. Drug testing is required for certain job classifications. The Contractor shall be responsible for conducting such drug testing at the request of the City and in accordance with all federal regulations.
- 3.1.3 Criminal Background Check. (as required by job duties)
- 3.1.4 Credit Record Check. (as required by job duties)
- 3.1.5 Motor Vehicle Record Check. (as required by job duties)

- 3.2 Contractor is responsible for employing temporary personnel which are capable of performing the tasks for which they were requested. The Contractor must train and test employees for proficiency in the job that they will be performing as provided by the job classification (i.e. Office related jobs should have experience with office procedures and use of office equipment and office computer software, etc.). The Contractor shall confirm the validity of all required licenses.
- 3.3 Employee must have the appropriate valid driver's licenses for job classifications requiring the operation of motor vehicles.
- 3.4 All employees must comply with all safety practices of the City as established by the safety training departments and/or the Risk Management Department. The Contractor is responsible for obtaining copies of safety practices from the City of Gainesville Human Resources Department or the appropriate safety training department or Risk Management Department. The Contractor will ensure that all employees are familiar with all safety practices of the City as established by the safety training departments and/or the Risk Management Department.
- 3.5 All testing and training must be fair and non-discriminatory and must follow Labor and Justice Department rules and requirements.
- 3.6 Contractor shall remove promptly, and without cost the City, any temporary personnel deemed incompetent or undesirable by the City.
- 3.7 The City reserves the right to visit the Bidder's office site to observe the testing and training procedures as part of the evaluation of bids received or to evaluate the Contractor's ability to continue to provide the required services.
- 4.0 HIRING OF CONTRACTOR'S EMPLOYEES.** If, after using the Contractor's employees, the City should at any subsequent time put any of these employees on its own payroll, the Contractor waives all rights to and requirements for a payment of a fee reimbursing the Contractor for damage suffered as a result of the loss of the training and advertising invested in that employee.
- 5.0 HOURS OF WORK.**
- 5.1 Temporary personnel supplied by the Contractor shall be required to work normal business hours for the position they are temporarily filling (examples include 4, 6, 8, 10 or 12 hour shifts).
- 5.2 Employees may not exceed forty (40) hours per week without written approval from the Department Head of the requesting department or his or her designee. The Contractor shall be compensated for authorized overtime at a rate not to exceed 1.5 times the wage rate plus the all inclusive multiplier for the particular job classification.
- 6.0 GUIDELINES FOR EMPLOYING TEMPORARY EMPLOYEES.**
- 6.1 Routine Requests for Temporary Employees:

- 6.1.1 The Contractor shall send a temporary employee to the job site at the request of City staff. If requested by City staff, the Contractor shall send more than one employee to the department for an interview.
- 6.1.2 A purchase order must be provided to the Contractor for the temporary employee prior to the employee beginning the assignment.
- 6.1.3 Routine assignments shall be for six (6) months or less, unless approved by the appropriate City staff.
- 6.2 Emergency Request for Temporary Employees:
 - 6.2.1 The Contractor shall send a temporary employee to any job site within the City of Gainesville at the verbal request of the Department Supervisor.
 - 6.2.2 Emergency assignments shall not exceed one week.
- 7.0 **REPORTS.** The Contractor shall provide usage reports for personnel provided to General Government and GRU under the Contract on an as-needed basis.
- 8.0 **WORK LOCATION.** Temporary personnel may be required to work at any City or GRU facility in the Gainesville area. A current listing of General Government and GRU Departments and their physical business address is provided as **Attachment 2**. Other City Departments not listed are covered by the Contract. The correct business address shall be provided at the time of the request.



**City of Gainesville
Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
(352) 334-5021(main)**

ATTACHMENT E

CITY OF GAINESVILLE FINANCIAL SERVICES PROCEDURES MANUAL

41-424 Prohibition of lobbying in procurement matters

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

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

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

Addendum Publish Date: June 29, 2020

Temporary Personnel Services
RFP #: FPUR-200036-GD
ADDENDUM NO. 2

Bid Due Date: ~~July 7, 2020, 3:00pm (Local Time)~~
New Bid Due Date: July 13, 2020, 3:00pm Local Time

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

- 1) **Change in Due Date:** The due date has been extended to Monday, July 13, 2020, 3:00pm
- 2) **Correction:** Addendum 1, Question 4.c. - the answer to this question is INCORRECT. For detailed spend information, see Attachment 1 to this Addendum
- 3) The following questions from Addendum 1 are still under research and will be provided in the next Addendum. Similar questions that were submitted by the Questions Due Date have been bundled together.

A. Question, Addendum 1, 4. h.:

- 1) Is Drug Testing required of all Temp Employees?
- 2) Which positions require a drug test?
- 3) Regarding the Pre-Employment drug screening and Background checks, is there a minimum level of Panel needed? (i.e. 5 panel drug test or higher?)
- 4) Please specify how many drug panels and what drugs you expect the drug screens to cover.

Answer: Depends on the position – additional detail pending

B. Question: In reference to Attachment 3 Statement of Work, Section 10.0.3 interview at site. Are travel and expenses paid?

Answer: Under research.

C. Question, Addendum 1. 4.i.:

- 1) What level of background check is required
- 2) Do you require a 7- or 10-year background check?
- 3) Please specify what criteria are included in a Criminal Background Check as being requested with this RFP.
- 4) Please specify what criteria are included in a Criminal Background Check as being requested with this RFP.
- 5) Please specify what criteria are included in a Criminal Record Check as being requested with this RFP.

Answer: Depends on the position – additional detail pending.

D. Question, Addendum 1. 4.j.: Background check in the County – last 7 or 10 years?

Answer: Depends on the position – additional detail pending.

- 4) Following are answers to questions that were unanswered in Addendum 1, dated June 22, 2020.
- A. Question, Addendum 1, 5.e.: Are school crossing guards posted at Elementary and Middle Schools? Or Elementary Schools Only?
Answer: School crossing guards are posted at both Elementary and Middle Schools.
 - B. Question, Addendum 1, 5.f.: How many hours per day does a school crossing guard work? What are the a.m. post times and p.m. post times?
Answer: School crossing guards typically work 2-4 hours per day. The a.m. and p.m. post are determined by the hours of the school to which they are assigned.
 - C. Question, Addendum 1, 5.g.: Do you want the chosen vendor to consider employing any of the current guards?
Answer: Yes
 - D. Question, Addendum 1, 5.h.: What are the current hourly wage and bill rates for School Crossing Guards?
Answer: School crossing guards are currently paid \$25.30/hour and are paid through the CITY's payroll, so there is currently no bill rate.
- 5) Following are questions that were submitted by the Questions Deadline, (June 25, 2020) for which answers are under research and will appear in the next Addendum.
- A. Question: Will the contract be temporary staffing, direct hire/permanent recruiting or a combination?
Answer: Under research.
 - B. Question: How many vacancies currently exist?
Answer: Under research.
 - C. Question: Will the contract require the payroll of the current temporary employees
Answer: Under research.
 - D. Question: Will 3rd party testing on skills be required for any position before submission?
Answer: Under research.
 - E. Question: On average, how many contractor's employees are hired by GRU or GG prior to the completion of 90 days of temporary employment
Answer: Under research.
 - F. Question: Would GRU and GG be willing to add a contract clause allowing for amendment to billing rates for new taxes, state or federal mandates or other new payroll expenses that may arise during the contract term? In other words, unforeseen legislative changes or additions.
Answer: Under research.
 - G. Question: Are contractors required to participate in E-verify?
Answer: Under research.

H. Question: In reference to Attachment 3 Statement of Work, Section 10.0.3 interview at site. Are travel and expenses paid?

Answer: Under research.

I. Question: In reference to Attachment 3 Statement of Work, Section 5.2 Training and Testing employees for proficiency in the job that they will be performing in accordance the job classification. What type of evidence is required?

Answer: Under research.

6) Following are questions and answers that were submitted prior to the Questions Deadline (June 25, 2020, 3:00pm)

A. Questions:

1) Is this a new requirement or is there an incumbent(s)? If so, can you please disclose the incumbent(s) name and if possible please provide the incumbent proposals?

2) Who is/are the current vendors?

Answer: See Addendum 1, 5.a. and Addendum 1, Attachment D. To reference the current company as the "incumbent" would be a misnomer, as they are required to present proposals to this solicitation.

B. Questions:

1) What is the estimated budget for this contract? If unknown, please provide the previous spending.

2) What is the estimated budget for the new contract?

Answer: See Addendum 1, 4.c.

C. Questions:

1) To offer you competitive pricing, please share the incumbent's cost proposal.

2) What are the current pay and bill rates/markup?

Answer: See Addendum 1, Attachment D. This information is over 10 years old and should not be used as a benchmark for pricing. The CITY assumes that each vendor is putting forward their best pricing for their business model. The "incumbent's" current pricing is unavailable, as they are required to participate in the bid process as well.

D. Question: Please specify the list of benefits current temporaries receive from the "incumbent".

Answer: Current vendor is required to comply with the Affordable Care Act. See also Addendum 1, Attachment D.1

E. Question: Please specify the list of vacation and holidays current employees receive from the "incumbent".

Answer: Current temporary employees are able to qualify for up to forty (40) hours of vacation and six (6) paid holidays annually, subsequent to meeting eligibility requirements.

F. Question: How many temporaries are currently working under this contract?

Answer: See Bid Package, Exhibit D

G. Questions:

- 1) As it is a multiple award contract, please describe how vendors under contract will receive a fair share of business without vendor rotation of job orders implemented in the procurement process?
- 2) Will this be an exclusive or non-exclusive contract?
- 3) Are you looking for one vendor or are you planning to use multiple vendors to fill your services?

Answer: While this is a multiple award contract, each discipline will only be awarded to one vendor. So, for example, Clerical Temp business will be awarded to one vendor, CDL drivers will be awarded to one vendor. If a vendor bids on more than one discipline, it is possible for that vendor to win the award for more than one discipline.

H. Question: Please describe the issues/problems that the CITY is facing under the current contract.

Answer: There are no issues with the current vendor.

I. Questions:

- 1) Refer to the Pricing Response Form, it is our understanding that the all-inclusive multiplier refers to all-inclusive markup percentage of the vendors. Is that correct? If not, please explain.
- 2) On the pricing sheet, if we include an all-inclusive multiplier, do we still need to include the cost per request?

Answer: Correct. If your proposal's all-inclusive multiplier includes all of the services listed in the cost/request section, indicate on your proposal that these services are already included in the all-inclusive multiplier, and do not respond to the itemized request.

J. Question: Refer to the Pricing Response Form, it is our understanding that the vendors need to provide the breakdown of markup percentage of Health Statements, Drug Testing, Criminal Background Check, Criminal Record Check and Motor Vehicle Record Check per position. Is it correct? If no, please explain.

Answer: No, See Addendum 1, 4.k.

K. Question: Is it possible for the CITY to extend the due date?

Answer: Yes, due date is extended to Monday, July 13, 2020, 3:00pm.

L. Questions:

- 1) How much was spent on temporary services in 2017, 2018 2019 (for the services requested under this RFP?)
- 2) Exhibit D indicated 2019 Historical Usage Data of GRU Hours 49,293 and GG Hours 66,525 for a total utilization of 115,818 hours in the General Office and Clerical Category. However, in Addendum 1, Question 4-C the total spend for 2019 was answered as \$149,422. That spend amount cannot equate to the hours provided as that would make the average Bill Rate \$1.29? Can you please restate the total spend by Job Category including hours utilized and total spend per category?

Answer: Yes! There was an error in reporting spend in Addendum 1, sincere apologies. This has been corrected and all data requested can be found attached to this Addendum 2, Exhibit A.

- M. Question: How many temporary employees are currently utilized?
Answer: See Bid, Exhibit D
- N. Question: How many temporary employees are in each category?
Answer: See Bid, Exhibit D
- O. Question: Are there subcontracting goals?
Answer: No
- P. Question: Is an out of state license required?
Answer: Out of state vendors will be required to register with the State of Florida through SunBiz.
- Q. Question: Are vendors required to have an office or will out of state vendors be considered?
Answer: See Addendum 1, 4.n.
- R. Question: On page 5 (section 4.0) of the RFP document, you have mentioned a "Subcontractor Information Form". We don't see this included anywhere. Can you please provide?
Answer: This form is not required for this solicitation.
- S. Question: The DemandStar online tool asks us to enter a "Bid Amount" before we can upload our proposal. What do we enter here?
Answer: Enter \$.01
- T. Question: Are we allowed to submit a video presentation for our firm's RFP?
Answer: No, all submissions must be in writing and submitted through DemandStar.
- U. Question: Do you require any on-site representative(s) from the temporary staffing firm? In not, would you give preference in awarding a firm that does provide an on-site representative?
Answer: On-site representation is not a factor in this solicitation.
- V. Question: Please define the "competitive negotiation" process and/or period, and how that relates to the "Best and Final Offer".
Answer: In some solicitations, negotiations may take place. In this solicitation, the bid your company submits should be your best and final offer.
- W. Question: Is there any leeway for revision/redlines to the actual service contract when/if offered?
Answer: If your company has identified deviations to the solicitation, these should be identified and submitted with your company's submittal. These deviations may be considered but the CITY is under no obligation to accept the deviations. Likewise, Contract Deviations may be considered, but the CITY is under no obligation to accept the deviations.
- X. Question: Are we permitted, and how can we access the minimum hourly wages for the position listed in the RFP?
Answer: See the RFP. FORMS Section, Page 7.

- Y. Question: If there are any positions that we cannot staff, based on risk analysis, does that disqualify us from consideration?
Answer: No, but you must identify those positions that you will be unable to fulfill.
- Z. Question: Are the Pervious bidders' responses for this awarded proposal a matter of public record? If so where can they be found?
Answer: Addendum 1, Attachment D.1
- AA.Question: Does the City of Gainesville provide any paid vacation or paid holidays to temporary employees?
Answer: No
- BB.Question: Does the City of Gainesville provide any benefits to temporary employees? If so does the city make any contributions to the cost of these benefits?
Answer: No
- CC. Question: Is there a maximum time that an employee can be on a project
Answer: No
- DD. Question: What is the average duration of the assignments?
Answer: See Addendum 1, 4.m.
- EE.Question: Is a Bid Bond required for this proposal as per Section 10.3? If is is can we assume that this requirement needs to be satisfied at the time of award?
Answer: No Bid Bond is required.
- FF. Question: Is there any fixed fiscal year budget allocated for this contract?
Answer: No
- GG. Question: Does the CITY disclose the number of temporary employees required in the fiscal year in various work categories?
Answer: The CITY does not forecast future utilization. For a history of temporary services utilization see Attachment A to this Addendum
- HH. Question: Does all-inclusive multiplier include all our costs and burden?
Answer: If the all-inclusive multiplier you propose does not include all of your costs and burden, then you must identify any additional costs associated with utilizing your services.
- II. Question: Is the assumption that a twenty percent multiplier would be captured as 1.20 in Cost Form?
Answer: Yes.
- JJ. Question: Will references be checked for all bidders or only the shortlisted bidders?
Answer: The Evaluation Team will determine when and how references will be checked once they have had an opportunity to review the submittals.

KK. Question: Can we provide references from clients where we have executed a similar scope from the public and private sectors?

Answer: Yes, as long as the reference information is current and the services were provided in the last five years.

LL. Question: In reference to PRICING RESPONSE FORM, Note: Technical Categories are not sought under this solicitation. Please provide additional clarification for the Technical Categories and type of positions and or services.

Answer: Technical Categories are not a segment the CITY is seeking from this solicitation.

MM. Question: General question: 2019 breakdown of position hired in the maintenance department to which locations?

Answer: Parks, Recreation & Cultural Affairs hires most of the maintenance staff, their locations are determined by the assignment.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, and a copy of this Addendum to be returned with proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPANY NAME: _____

SIGNATURE: _____

LEGIBLY PRINT NAME: _____

DATE: _____

**RFP # FPUR-200036-GD
Temporary Personnel Services**

**Addendum 2
EXHIBIT A
3-YEAR HISTORICAL DATA**

FY 2019 (10/1/18-9/30/19)

Category	Agency	# of Assignments	Hours	Spend
General Office & Clerical	GRU	50	43,293	\$ 843,158.08
	GG	81	66,525	\$ 1,116,124.76
Labor-Light Lifting	GRU			
	GG	2	3,263	\$ 57,729.90
Maintenance, Labor	GRU	1	376	\$ 6,132.56
	GG	24	22,327	\$ 337,726.35
Child Care	GRU			
	GG			
Food Service	GRU			
	GG	8	7,639	\$ 96,574.55
CDL Driver	GRU			
	GG			
School Crossing Guard	GRU			
	GG			
		166	100,130	\$ 2,457,446.20

FY 2018 (10/1/17 - 9/30/18)

Category	Agency	# of Assignments	Hours	Spend
General Office & Clerical	GRU	64	34,510	\$ 529,179.15
	GG	86	47,956	\$ 835,904.53
Labor-Light Lifting	GRU			
	GG	4	1,913	\$ 33,835.31
Maintenance, Labor	GRU	1	311	\$ 6,563.97
	GG	39	24,678	\$ 324,051.43
Child Care	GRU			
	GG			
Food Service	GRU			
	GG	5	4,053	\$ 51,803.37
CDL Driver	GRU			
	GG			
School Crossing Guard	GRU			
	GG			
		199	78,911	\$ 1,781,337.76

FY 2017 (10/1/16 - 9/30/17)

Category	Agency	# of Assignments	Hours	Spend
General Office & Clerical	GRU	41	29,340	\$ 456,656.54
	GG	46	41,912	\$ 763,695.62
Labor-Light Lifting	GRU	1	453	\$ 5,694.21
	GG	2	4,173	\$ 71,173.17
Maintenance, Labor	GRU			
	GG	21	22,704	\$ 323,644.03
Child Care	GRU			
	GG			
Food Service	GRU	5	9,135	\$ 115,095.58
	GG			
CDL Driver	GRU			
	GG			
School Crossing Guard	GRU			
	GG			
		116	78,377	\$ 1,735,959.15

Addendum Publish Date: July 4, 2020

Temporary Personnel Services
RFP #: FPUR-200036-GD
ADDENDUM NO. 3

Bid Due Date: ~~July 7, 2020, 3:00pm (Local Time)~~
New Bid Due Date: July 13, 2020, 3:00pm Local Time

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

1) The following questions from Addendum 1. Similar questions that were submitted by the Questions Due Date have been bundled together.

A. Question, Addendum 1, 4. h.:

- 1) Is Drug Testing required of all Temp Employees?
- 2) Which positions require a drug test?
- 3) Regarding the Pre-Employment drug screening and Background checks, is there a minimum level of Panel needed? (i.e. 5 panel drug test or higher?)
- 4) Please specify how many drug panels and what drugs you expect the drug screens to cover.

Answer: The basis for the testing outside federal requirements apply to:

1. Any job that requires a CDL
2. Any job that works with minors
3. Any job that requires a safety sensitive job duty in its essential functions of the job, City will determine based on where the temp employee will be placed
4. Any public safety position (fire/police)

B. Question: In reference to Attachment 3 Statement of Work, Section 10.0.3 interview at site. Are travel and expenses paid?

Answer: Under research.

C. Question, Addendum 1. 4.i.:

- 1) What level of background check is required
- 2) Do you require a 7- or 10-year background check?
- 3) Please specify what criteria are included in a Criminal Background Check as being requested with this RFP.
- 4) Please specify what criteria are included in a Criminal Background Check as being requested with this RFP.
- 5) Please specify what criteria are included in a Criminal Record Check as being requested with this RFP.

6) Question, Addendum 1. 4.j.: Background check in the County – last 7 or 10 years?

Answer: The CITY requires a 10-year background check on positions deemed safety sensitive; i.e. - CDL or works with minors. All other complete a 7-year background

check. This includes social, date of birth, employment verification, criminal background and MVR. Depends on the position – additional detail pending.

- D. Question: On average, how many contractor's employees are hired by GRU or GG prior to the completion of 90 days of temporary employment
Answer: GRU hires none to very few in the first 90 days.
- E. Question: In reference to Attachment 3 Statement of Work, Section 5.2 Training and Testing employees for proficiency in the job that they will be performing in accordance the job classification. What type of evidence is required?
Answer: Staff Support positions will require testing in Typing, Word, and Excel. The results of those tests should be provided to the CITY for review.

2) Following are questions that were submitted by the Questions Deadline, (June 25, 2020) for which answers are under research and will appear in the next Addendum.

- A. Question: Will the contract be temporary staffing, direct hire/permanent recruiting or a combination?
Answer: Under research.
- B. Question: How many vacancies currently exist?
Answer: Under research.
- C. Question: Will the contract require the payroll of the current temporary employees
Answer: Under research.
- D. Question: Will 3rd party testing on skills be required for any position before submission?
Answer: Under research.
- E. Question: Would GRU and GG be willing to add a contract clause allowing for amendment to billing rates for new taxes, state or federal mandates or other new payroll expenses that may arise during the contract term? In other words, unforeseen legislative changes or additions.
Answer: Under research.
- F. Question: Are contractors required to participate in E-verify?
Answer: Under research.
- G. Question: In reference to Attachment 3 Statement of Work, Section 10.0.3 interview at site. Are travel and expenses paid?
Answer: Under research.

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GAINESVILLE REGIONAL UTILITIES
CITY OF GAINESVILLE, FLORIDA

3) Revised solicitation schedule for FPUR-200036-GD – Temporary Personnel Services

Activity	DAY	DATE	TIME	LOCATION	COMMENTS
RFP for Distribution	Monday	06/08/20			Cone of Silence Begins
Non Mandatory Pre-Bid Meeting	Thursday	06/18/20	9:30am	Zoom	
Deadline for receipt of questions	Thursday	06/25/20	3:00pm		-
Deadline for receipt of proposals	Monday	07/13/20	3:00pm	DemandStar	View in Zoom Meeting
Oral presentations, if conducted	Wednesday	07/29/20	1:00-4:00pm	Zoom	
Oral presentations, if conducted	Friday	07/31/20	1:00-4:00pm	Zoom	
Oral presentations, if conducted	Monday	08/10/20	10:00am-Noon	Zoom	
Projected award recommendation	Wednesday	08/12/20			TENTATIVE
Recom'd of Award to City Commission	Thursday	08/20/20	1:00pm	TBD	TENTATIVE - Cone of Silence Ends
Contract Finalization Period		2-5 weeks			TENTATIVE
Purchase Order issued		1 day			When fully executed Contract received
Projected contract start date		10/01/20			TENTATIVE

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- 4) Bidders and public are welcome to observe the bid opening on July 13, 2020 at 3:00pm. There will be no discussion regarding the bids at this time. The opening will occur on DemandStar and can be viewed on Zoom. Registration is required to enter the Zoom meeting so that attendance to the bid opening can be documented for public record, however, this meeting will not be recorded.

To access the Zoom meeting:

<https://us02web.zoom.us/j/83769751875?pwd=aGJTd0hLTURnSDJ1MjR2MXB6VTI0UT09>

Meeting ID: 837 6975 1875

Password: 0YDtzy

One tap mobile

+13017158592,,83769751875#,,,,0#,,822340# US (Germantown)

+13126266799,,83769751875#,,,,0#,,822340# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 837 6975 1875

Password: 822340

Find your local number: <https://us02web.zoom.us/j/83769751875?pwd=aGJTd0hLTURnSDJ1MjR2MXB6VTI0UT09>

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ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, and a copy of this Addendum to be returned with proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPANY NAME: _____

SIGNATURE: _____

LEGIBLY PRINT NAME: _____

DATE: _____

Addendum Publish Date: July 7, 2020

Temporary Personnel Services
RFP #: FPUR-200036-GD
ADDENDUM NO. 4

Bid Due Date: ~~July 7, 2020, 3:00pm (Local Time)~~
New Bid Due Date: July 13, 2020, 3:00pm Local Time

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

Following are the remaining questions, with answers, that were submitted by the Questions Deadline, June 25, 2020.

- A. Question: Will the contract be temporary staffing, direct hire/permanent recruiting or a combination?
Answer: Temporary Staffing
- B. Question: How many vacancies currently exist?
Answer: Vacancies reported on 7/3/2020: GRU-55, General Government-115. Current assignments as reported on 7/3/2020: GRU-20, General Government-36.
- C. Question: Will the contract require the payroll of the current temporary employees
Answer: If the intent of this question is to determine if current temporary employees should be transition to a new vendor's contract, the temporary employee will need to reapply with the new vendor. See Addendum 1, 4.b.
- D. Question: Will 3rd party testing on skills be required for any position before submission?
Answer: There are some positions that require skills testing and the expectation would be for the temporary assignee to possess the skills before assigned. Who or how the vendor chooses to conduct skills tests is their decision.
- E. Question: Would GRU and GG be willing to add a contract clause allowing for amendment to billing rates for new taxes, state or federal mandates or other new payroll expenses that may arise during the contract term? In other words, unforeseen legislative changes or additions.
Answer: If the events described occur during the contract term, both parties can discuss and an amendment to the contract can be issued at that time.
- F. Question: Are contractors required to participate in E-verify?
Answer: Yes
- G. Question: In reference to Attachment 3 Statement of Work, Section 10.0.3 interview at site. Are travel and expenses paid?
Answer: No

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 4 by his or her signature below, and a copy of this Addendum to be returned with proposal.

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 4 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPANY NAME: _____

SIGNATURE: _____

LEGIBLY PRINT NAME: _____

DATE: _____