

Gainesville.
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Issue Date: April 16, 2018

Non-Mandatory Pre-Bid Conference:
May 3, 2018 @ 9:00 a.m.
at Regional Transit System
34 SE 13th Road
Conference Room #5110 (1st Floor)
Gainesville, Florida

Bid Due Date: May 17, 2018 @ 3:00 p.m. local time

INVITATION TO BID

BID NO. RTSX-190000-DS

**UNIFORMS FOR REGIONAL TRANSIT
SYSTEM OPERATIONS EMPLOYEES**

Procurement Representative:

Daphne Sesco, Senior Buyer

Purchasing Division

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

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**City of Gainesville
General Government Procurement
Invitation to Bid**

DATE:	April 16, 2018	BID #:	RTSX-190000-DS
BID NAME:	Uniforms for Regional Transit System Operations Employees	BID DATE:	May 17, 2018 @ 3:00 p.m. local time

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

A non-mandatory pre-bid meeting will be held on May 3, 2018 at 9:00am at Regional Transit System, 34 SE 13th Road, Conference Room #5110 (1st Floor), Gainesville, Florida. *Failure to attend will not disqualify prospective bidder.*

Any deviation from the specifications must be explained in detail on sheets attached to the Bid Form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful Bidder will be held responsible for meeting the Specifications. A Bidder who is aggrieved in connection with the specifications of this bid must advise General Government Procurement in writing prior to the opening of bids. If Bidder wishes its Standard Terms and Conditions to be considered as part of its bid, such terms and conditions must be made part of the "Clarifications and Exceptions." The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsible and responsive Bidder whose bid is determined by the City to be in its best interest. Notice of intended award shall be posted at 200 East University Avenue, 3rd floor, Gainesville, Florida. Protests of the intended award must be filed within five business days of posting for purchases which do not require prior approval of the City Commission and within five business days for purchases which require prior approval of the City Commission. It is the Bidder's responsibility to inform himself of intended award and specific protest procedures.

Daphyne Sesco, Senior Buyer
General Government Procurement
(352) 334-5021

SECTION I – INSTRUCTION TO BIDDERS

1. Definition of Terms

- 1.1 Authorized Representative: Any representative of the City, whether or not a City employee, designated as the City's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 1.2 Bidder: Any person, firm, corporation, organization or agency submitting a bid for the work proposed, or its duly authorized representative.
- 1.3 City: City of Gainesville, Florida, or an Authorized Representative.
- 1.4 Commercially Useful Function: Shall exist when the local small business is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The criteria in 49 CFR Parts 23 & 26, shall be utilized when determining whether a commercially useful function exists.
- 1.5 Construction Services: All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or an other improvements to real property.
- 1.6 Contract or Agreement: The Contract executed by the Owner and Contractor for the performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 1.7 Contractor: The person, firm, corporation, organization or agency with whom the City has executed a contract for performance of the work or supply of equipment or materials, or its duly authorized representative.
- 1.8 Control: Means having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business. In determining whether socially and economically disadvantaged owners control a firm the City may utilize the criteria in 49 CFR Part 23 & 26, Section 26.71.
- 1.9 Laws and Regulations. Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.10 Local Business: The vendor has a valid business tax receipt, issued by the City of Gainesville, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -A-(Attach Codified document). The business tax receipt must be issued at least six months prior to bid or proposal opening date.
- 1.11 Local Small and Service-Disabled Veteran Business: A Small and/or Service-Disabled Veteran Business, which is duly licensed and authorized to engage in business, maintains a permanent principal place of operation with no more than 200 full time employees within the corporate limits of the City of Gainesville, has a net worth not exceeding \$5 million and maintains a current City business tax receipt, and is certified by the Office of Equal Opportunity.
- 1.12 Material Supplier: (also Supplier) a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.13 Specifications: Directions, provisions, and requirements contained in the Invitation to Bid, Instructions to Bidders, Special Provisions, General Conditions, Technical Specifications (if any), Supplementary Conditions (if any), Bid Form, Bids (if any), together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.

- 1.14 Subcontractor: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.15 Supplier: (also Material Supplier) A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.16 Work: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **Specifications**

- 2.1 All sections of the Specifications and all supplementary documents are essential parts of the Contract and requirements occurring in one are as though occurring in all. These Specifications and documents in their entirety shall be included in, and made a part of, the Contract between the City and the successful Bidder.
- 2.2 If there is any conflict between the terms and conditions contained in the Specifications, the precedence of the Specifications shall be as follows:
 - (a) contract
 - (b) addenda or modifications of any nature, if any
 - (c) supplementary conditions, if any
 - (d) technical specifications, if any
 - (e) special provisions
 - (f) general conditions
 - (g) instructions to bidders
 - (h) bid form
 - (i) invitation to bid
- 2.3 Any Bidder in doubt as to the true meaning of any part of the Specifications or related documents may submit a written request to the City for interpretation thereof. Any interpretation to a bidder will be made only by an addendum duly issued and a copy of such addendum will be mailed or delivered to each Bidder receiving a set of documents.
- 2.4 A vendor who is aggrieved in connection with the specifications of this bid, may protest in writing to the city of Gainesville Procurement Division prior to the opening of bids.

3. **Bond Requirements**

Bond requirements are detailed in the sections entitled Special Provisions.

4. **Preparation of Bids**

- 4.1 Bids shall be submitted in triplicate on the prescribed form provided in these Specifications. All copies must be plainly marked by the Bidder who will be responsible for their correctness. All blank spaces must be filled in as noted in ink or type. Any erasures or corrections must be initialed in ink by the Bidder. In addition, proposer should provide one (1) electronic copy of their bid in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.
- 4.2 Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any Bidder is interested in more than one bid, all bids in which such Bidder has interest will be rejected.
- 4.3 Bids shall be accompanied with the attached Tabulation of Subcontractors & Suppliers form, listing the Subcontractors and Material Suppliers which the Bidder proposes to employ.
- 4.4 Any deviation from these Specifications must be explained in detail. Otherwise, it will be considered that labor, materials and equipment bid are in strict compliance with these Specifications and the successful Bidder will be held responsible for

meeting those Specifications. Any exceptions or clarifications to any section of the Specifications shall be clearly indicated on a separate sheet(s) attached to the Bid Form and shall specifically refer to the applicable specification paragraph and page.

- 4.5 A Bidder is expected to fully inform itself as to the requirements of the Specifications and failure to do so will be at its own risk. A Bidder shall not expect to secure relief on the plea of error.

5. **Contact Person**

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

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

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

6. **Qualifications of Bidders**

- 6.1 The City reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work.
- 6.2 If, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

7. **Receipt and Opening of Bids**

- 7.1 All bids must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in the Invitation to Bid. Any Bidder may withdraw its bid either personally, or by telegraphic or written communication at any time prior to the scheduled closing time for the bid.
- 7.2 The Bidder shall submit its bid on the form furnished with all indicated information filled in on the form. Bids shall be in the units specified for each item. The Bidder shall enter the company name wherever the Bid Form so indicates and shall sign the Bid Form wherever the Bid Form so indicates.
- 7.3 Bids shall be publicly opened at the time and place indicated in the Invitation to Bid and will be available for inspection upon notice of award or intended award or within 30 days after bid opening, whichever is earlier.

8. **Consideration of Bids and Award of Contract**

- 8.1 If the Contract is awarded, the City will accept the bid and award the Contract to the successful Bidder(s) within sixty (60) days after the opening of the Bids by written notice to the successful Bidder(s). The City reserves the right to award this bid on the basis of each line individually, any combination of line items or all line items combined as it determines to be in its best interest. The City reserves the right to not award any line item as it determines to be in its best interest.
- 8.2 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. The City may then accept the bid of the next best evaluated bid or re-advertise for bid.
- 8.3 If the bid of the next best Bidder is accepted, this acceptance shall bind such Bidder as though he were the original successful Bidder

- 8.4 City reserves the right to award the contract to other than the low Bidder for such reasons as acceptability of specific products or designs, delivery times, warranties, past performance, unacceptable deviations or exceptions taken to these Specifications or degree of compliance with any other requirement of these Specifications. Further, City shall have the right to consider price, quality, past performance including compliance with Local Small Business Procurement Program requirements, time required for performance and qualifications of the Bidder in making the award.
- 8.5 Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida. In projects where federal funds are used for the services, articles 2, 3 and 4 will not apply.
- 8.6 The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the responsible and responsive Bidder whose bid is determined by the City to be in its best interest.
- 8.7 Any contract resulting herefrom shall not be effective until fully executed by all parties.

9. **Performance**

- 9.1 All material and parts shall be bid F.O.B. Gainesville, Florida, at the job site.
- 9.2 The performance time may be a factor in the evaluation of the Bid. The performance time shall be defined as the anticipated time period expected to elapse between receipt of the purchase order or execution of the Contract and completion of the work. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the Contract and will surely be considered in the evaluation of future bids.

10. **Collusion**

- 10.1 The bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion or fraud.
- 10.2 No City Commissioner, other City officer, or City employee shall directly or indirectly own more than five (5) percent of the total assets or capital stock of the bidding entity, nor will such person directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. For purposes of this section, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.

11. **Addenda**

Addenda issued by City prior to the bid opening shall be binding as if written into the Specifications. Bidders shall acknowledge receipt of the same as indicated on the Bid Form.

12. **Trade Secret and/or Confidential and/or Proprietary Information**

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or

confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

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

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in section 12) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section 12, will be distributed to the Evaluation Committee members, City staff and City Consultants to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

SECTION II – GENERAL CONDITIONS

1. Scope

These General Conditions shall govern purchases by the City of Gainesville under these Specifications, except that Special Provisions and Technical Specifications, whether provided by separate section attached hereto or stated in the Invitation to Bid, will govern if any conflict arises between such sections and these General Conditions.

2. Cancellation

The City reserves the right to cancel any Procurement agreement arising out of an award under these Specifications if, in its opinion, there is any failure to adequately perform the requirements of these Specifications. Under these conditions, cancellation will be effective immediately upon written notification to the vendor and such cancellation will relieve the City from any obligation to purchase any items under such Procurement agreement.

3. Delay

3.1 Notwithstanding the delivery schedule, the City shall have the right to delay the delivery for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the delivery schedule shall be extended for a period equivalent to the time lost by reason of the City's delay.

3.2 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 the City or Vendor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by the City within its control, Vendor's sole remedy under the Contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the contract plus Vendor's lost profit in respect to the equipment or materials procured, manufactured or kept idle for the City under the Contract.

3.3 If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Vendor, 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.

4. Bids

4.1 All discounts shall be stated as a part of the bid and shall be fully explained. Prompt payment discounts shall not be considered in the award of the bid.

4.2 Bids shall be considered based on the following priority:

- 4.2.1 First, only those bids which are firm for the contract period.
- 4.2.2 Second, those bids which are not firm but which specify a guaranteed maximum price adjustment for the contract period will be considered at the maximum level the price could possibly obtain.

4.3 Late payment penalties, if any, shall be listed as Clarifications and Exceptions to paragraph 4.4 and shall not be included as a part of the quotation.

4.4 The price shall be determined by the price in effect on the date an order is placed. The City shall not be responsible for any additional charges not accepted by the City, and any invoicing at variance with this provision shall be grounds for cancellation of the Contract at the option of the City.

5. Eligibility of Equipment or Materials

5.1 When a particular manufacturer's name and catalog number "or equivalent" is specified, consideration will be given to other manufacturers. The term "or equivalent" shall be defined to mean of similar design and performance characteristics. If a product is being bid as an equivalent, complete technical data necessary to properly evaluate such product shall be submitted with the bid.

5.2 The City reserves the right to request additional data after the bid is opened and prior to the award. Failure to supply data necessary to properly evaluate a product will constitute sufficient reason for rejection of the bid.

5.3 All information specifically requested by this Specification shall be furnished attached to the bid. Failure to do so may invalidate the bid.

6. Deviations From Specifications

6.1 Any deviation from these Specifications must be explained in detail. 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 these Specifications. 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.

6.2 The City reserves the right to waive clarifications and exceptions in awarding the bid in the best interest of the City.

6.3 Equipment or materials supplied by award of this bid which does not comply with the Specifications shall be subject to return by the City at the expense of the vendor. Credit in an amount equal to the cost of the equipment or materials, plus any delivery charges resulting from such return, shall be made to the applicable City account. The City shall have a 60 day period following receipt of equipment to make notifications of non-conformance.

7. Warranty

7.1 The bidder shall indicate on the Bid Form if any warranty is being provided by either itself or a manufacturer, and if any such warranty is being provided, such warranty shall be stated on the Bid Form or attached thereto and submitted as part of the bid.

7.2 When the manufacturer normally warrants the equipment or materials being supplied, the vendor shall provide such warranty to the City or shall state as a Clarification and Exception the reason the vendor is not able to provide such warranty.

8. Errors

The Bidder shall read the Specifications fully and be informed as to the requirements of these Specifications. Failure to do so will be at Bidder's own risk. A Bidder shall not be relieved of a requirement of these Specifications on the plea of error.

9. Payment

9.1 Invoicing. The contractor shall be responsible for invoicing the City for payment as described below.

9.2 Payment. Payment will be due to the Contractor thirty (30) days after receipt of the invoice, provided that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with these Specifications or because unacceptable equipment or materials were delivered as determined by the City's inspection or failure by the Contractor to comply with the "Prompt Payment: Late Payments by Contractors to Subcontractors and Material Suppliers; penalty:" clause. The City shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

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

9.3 Prompt Payment Assurance: Late Payments by Contractors to Subcontractors and Material Suppliers; penalty: When a Contractor receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the Contractor shall pay such moneys received to each subcontractor and Material Supplier in proportion to the percentage of Work Completed by each Subcontractor and Material Supplier at the time of receipt. If the Contractor receives less than full payment, then the Contractor shall be required to disburse only the funds received on a pro rata basis with the Contractor, Subcontractors, and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the Contractor without reasonable cause fails to make payments required by the section to Subcontractors and Material Suppliers within 10 days after the receipt by the Contractor of full or partial payment, the Contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payment owed. Retainage is also subject to this prompt payment requirement and must be returned to the Subcontractor or Material

Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

9.4 Records of progress payment made by prime contractors to Subcontractors or Material Suppliers are required at least on a monthly basis. However, information can be submitted more frequently than monthly.

9.5 For a contract for construction services, the City and Contractor agree to abide by the regulations stated in the Local Government Prompt Payment Act (FS).

10. Notices

10.1 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.

10.2 Notices to the City shall be deemed to have been properly sent when mailed to the Procurement Manager of the City at the address stated for the mailing of bids on the Invitation to Bid.

11. Insurance

11.1 Owners and Subcontractors Insurance. The Contractor shall procure and maintain worker's compensation insurance to the extent required by Florida Statute 440 for all his employees to be engaged in work under this Contract.

11.2 Public Liability Insurance. The Contractor shall procure and shall maintain broad form comprehensive general liability insurance (including contractual coverage) and comprehensive automobile liability insurance in the amounts shown in the Special Provisions section. The City shall be an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed.

Comprehensive General (Public) Liability (other than automobile):

- A) Premises/Operations
- B) Independent Contractors
- C) Products/Completed Operations
- D) Personal Injury
- E) Contractual Liability
- F) Explosion, collapse and underground property damage (unless such coverage is excluded in the Special Provisions section)
- G) Contractor's Pollution

Comprehensive Automobile Bodily Injury and Property Damage Liability

- A) Owner/Leased Automobiles
- B) Non-Owned Automobiles
- C) Hired Automobiles

11.3 Proof of Carriage of Insurance. The Contractor shall furnish the City a Certificate of Insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

12. Non-Assignment/Subcontractors

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

12.2 The Contractor must notify the City in writing of any intention to assign or subcontract and no assignment shall occur or subcontractor shall be employed without the written approval of the City.

12.3 If the City grants written consent, the Contractor shall be as fully responsible to the City for acts and omissions of persons directly or indirectly employed by him as he is for the acts and omissions of persons strictly employed by him.

13. Public Entity Crime Information statement

For your information, Section 287.133 (2)(a) , Florida Statutes, contains the following provisions: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

14. Local Small and Service-Disabled Veteran Business Participation

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

15. Sovereign Immunity

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

16. Local Preference

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

17. Records/Audits

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

18. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

19. Tie Bids

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss. In the case where Federal funds are being utilized, articles 2, 3 and 4 will not apply.

20. Indemnification

The Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, 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 other persons employed or utilized by the Contractor in the performance of the work.

21. Rights of Appeal

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

22. Joint Bidding/Cooperative Purchasing Agreement

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

23. 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 City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each 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 City Manager or 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 decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

24. Non-Discrimination Policy and Commercial Non-Discrimination Requirement

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party."

For more information on this policy and requirement, please visit the Office of Equal Opportunity's website.

25. Florida Public Records Act

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS -INSERT NAME, 352-334-____, _____@cityofgainesville.org, and P.O. Box 490 Mail Station-____, Gainesville, FL 32627) .

SECTION III – SPECIAL PROVISIONS

1. Scope

These Special Provisions shall supplement the General Conditions and shall govern purchases by the City of Gainesville under these Specifications, except that Technical Specifications, whether provided by separate section attached hereto, or stated in the Invitation to Bid, will govern if any conflict arises between such technical specifications and these Special Provisions.

2. Term of Procurement Agreement

- 2.1 These Specifications shall be for the purchase of an estimated quantity of materials ordered on an as-needed basis.
- 2.2 Any bid submitted in response to these Specifications shall be binding for a period of 60 calendar days after the bid opening date.
- 2.3 An award made under these Specifications shall in no way prevent the City of Gainesville from requesting bids on identical or similar items to those covered herein.
- 2.4 The contract period for work under this agreement shall commence upon execution of the contract and shall end on September 30, 2023.

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

3. Delivery Schedule

- 3.1 Meeting specified delivery schedules is of the essence of this Contract and is a significant part of the performance of the Contract. Failure to meet such schedules may result in cancellation of the Contract as described in Section 2 of the General Conditions and will be considered in the evaluation of future bids.
- 3.2 The delivery schedule as used herein and as stated on the Bid Form is hereby defined as the period which will elapse between receipt of a purchase order and the arrival of the equipment at the designated point of delivery.
- 3.3 Time of delivery shall be within the time stated on the bid form.

4. Delivery Location

- 4.1 All items shall be bid F.O.B. Gainesville.

5. Inquiries

- 5.1 Any inquiry should be directed to Daphne Sesco, Senior Buyer, Procurement Division, 200 University Avenue, Room Gainesville, Florida 32601, (352) 334-5021.

6. Insurance

The Contractor shall furnish the City a Certificate of Insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

- () Contractor shall be required to maintain sufficient insurance to cover its liability in performance of the contract.
- (x) The following insurance amounts shall be required (See Section 12, General Conditions for details):

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

Comprehensive General (other than automobile)	\$500,000 combined single limit for (Public) Liability bodily injury and property damage.
Automobile Bodily Injury	\$300,000 per individual \$500,000 aggregate
Automobile Property	\$500,000 per occurrence Damage Liability

- Explosion, collapse and underground property damage is required.
- Explosion, collapse and underground property damage is not required.

- Contractor's Pollution liability insurance is required.
- Contractor's Pollution liability is not required.

NOTE: The City of Gainesville shall be named as an additional insured on an insurance certificate in a form which is acceptable to the City.

7. Subcontractors

- Subcontractor will be allowed.
- Subcontractor will not be allowed.

8. Local Preference

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with the bid if a local preference is requested.

9. Local Small and Service-Disabled Veteran Business Participation

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

SECTION IV – TECHNICAL SPECIFICATIONS

1. Scope

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

2. Detailed Description of Materials/Work

- 2.1 RTS is contractually obligated to supply uniforms items for all of the Operations Department employees who are required to wear a uniform to work on a daily basis. The number of employees in this classification is approximately 225 employees. RTS currently requires size x-small to size 6X in tops (shirts, Jackets, windbreakers, etc.) size 28 up to size 56 in men’s pants and size 4 up to size 36 in women’s pants. Shoes are optional but will not weigh in the overall evaluation of the bid.
- 2.2 RTS has established uniform color standardization for the Transit Operators of Khaki, Dark Royal and Mango Orange polo shirts with Navy and Khaki pants. We have also added some additional colors for other employees.
- 2.3 City of Gainesville and RTS logos will be embroidered on all tops such as shirts, jackets and cardigans/sweaters. City of Gainesville Logo will be placed on the Left Breast of all tops. The RTS logo will be placed on the right sleeve of the short sleeved shirts. The RTS logo will be embroidered on caps and visors.
- 2.4 RTS estimates that it will expend approximately \$60,000.00 for uniforms in the next year and will purchase items on an as needed basis throughout the year with the majority of the uniforms being ordered on October 1 of the current year. This amount is given for vendor’s information and no minimum quantity is guaranteed.

3. Vendor Requirements

- 3.1 Vendor shall include in the proposal the size ranges and cost, for men and women that can be provided for each type of garment. (Price Proposal Sheet Provided)
- 3.2 Due to the volume of items purchased, the Vendor must either manufacture or have the ability to supply all uniform items of the desired quality, style, size and color within 30 but no later than 45 days of orders being placed.
- 3.3 Vendor will be required to appoint a person or persons as a primary contact. This person or persons shall be readily available during normal work hours by phone, email or in person, and shall be knowledgeable of the terms and procedures involved.
- 3.4 Vendor should submit detailed manufacturer’s specifications and a sample of the garment(s) for evaluation with their proposal. Vendor will be responsible for any charges incurred for packaging and shipping of samples for evaluation.

NOTE: All bidders submitting uniform sample boxes to the City of Gainesville in response to this bid, regardless of where samples are shipped from, must make arrangements for pickup, including any costs associated with said pickup of sample boxes, within 10 business days of notification by Buyer of the recommended award. If we do not receive a response by the deadline in the email regarding the recommended award notification, then the City of Gainesville will dispose of the samples as we see fit, with no recourse on your part.

- 3.5 Vendor shall be required to rectify any valid problems that they are made aware of within 10 calendar days of said notice.
- 3.6 Vendor shall provide the following reports:
 - a) Total dollar expended per item
 - b) Total quantity of each item purchased
 - c) Total dollars expended for each individual
 - d) Total items ordered for each individual

SOLD TO	MAIL STATEMENT TO	CONTACT PERSON
Regional Transit System Operations	P.O. Box 490 Station 5 Gainesville, FL 32602	Roy Darnold at 352-393-7861 or Kunti Nesbitt at (352) 393-7849

4. Labeling

- 4.1 All garments must have a care label permanently affixed giving the care instructions and must also show size and fiber content.

5. Fitting and Alteration of Uniforms

- 5.1 Vendor shall provide personnel to fit and measure employees to insure proper sizing for a first class appearance. Fitting and uniform orders will be conducted at our location during mutually agreeable times. (Normally done over a 3 or 4 day period). If selected vendor is located locally in Gainesville, we will consider alternate arrangements for the ordering process; such as employees individually going to the vendor to order the uniforms.
- 5.2 To ensure proper fit and to minimize service problems, the Vendor shall bring samples of each available size for each garment for employees to try on.
- 5.3 Vendor shall include in their prices the cost for alterations and hemming of pants, shorts, and skirts.

6. Embroidery and Placement

- 6.1 City of Gainesville and RTS logos will be embroidered on all tops such as shirts, jackets and cardigans/sweaters. The RTS logo will be embroidered on caps and visors.
- 6.2 The City of Gainesville logo will be placed on the left breast and the RTS logo will be placed on the right sleeve of all tops as described in section 6.1 above. The color of logo will change depending on the shirt color. See attachment "A" for logo color, size and placement instruction.
- 6.3 The cost of embroidery shall be included in the cost of the individual items requiring logos.
- 6.4 Vendor shall indicate in the proposal the one time cost for the logo embroidery set-up.

7. Substitution

- 7.1 No substitutes to the pre-approved items will be accepted unless there is a problem with the fitting. If a specified item will not fit an employee correctly, an equivalent replacement shall be provided. The equivalent must first be approved by RTS.

8. Delivery and Packaging

- 8.1 Delivery of uniforms shall be packaged, sealed and labeled with the individual employee's name and will contain items only for that employee.
- 8.2 Each package must have a packing slip itemizing all items within by garment, size, quantity and price. All packing slips must reference the employee's full name, identification number and shipping location.
- 8.3 Uniforms ordered will be delivered within thirty (30) days of placing order and not to exceed forty-five (45) days. Delivery in a timely manner is of utmost importance. Specify your delivery time in the proposal.
- 8.4 Partial shipments may be acceptable only with advanced written approval of RTS.

9. Uniform Specifications

Men's Pleated and No-pleated Trousers (Dickies are acceptable as an additional option)

- Fabric: 65% polyester/35% cotton, permanent crease/wrinkle resistant/fade resistant
- Waistband with belt loops
- Color: Navy and Khaki
- Pockets: Two side pockets and two back pockets
- Reinforced front pockets
- Front closure: Metal tack button, zipper fly with closure
- Size: 28 – 56 waist

- Inseam: 28" – 37"

Men's Pleated and No-pleated Trousers (w/comfort waistband)

- Fabric: 65% polyester/35% cotton, permanent crease/wrinkle resistant/fade resistant
- Expandable comfort waistband with belt loops
- Color: Navy and Khaki
- Pockets: Two side pockets and two back pockets
- Reinforced front pockets
- Front closure: Metal tack button, zipper fly with closure
- Size: 28 – 56 waist
- Inseam: 28" – 37"

Men's Executive Pleated and No-pleated Trousers

- Fabric: polyester/wool blend/wrinkle resistant/stain release
- Machine wash or dry cleaned
- Waistband with belt loops
- Color: Navy and Charcoal
- Pockets: Two side pockets and two back pockets
- Front closure: Zipper fly with closure
- Size: 28 – 46 waist
- Inseam: 28" – 36"

Men's Pleated and No-pleated Shorts (Dickies are acceptable as an additional option)

- Fabric: 65% polyester/35% cotton, permanent crease/wrinkle resistant/fade resistant
- Waistband with belt loops
- Color: Navy and Khaki
- Pockets: Two side pockets and two back pockets
- Reinforced front pockets
- Front closure: Metal tack button, zipper fly with closure
- Size: 28 – 56 waist
- Length: tailored to individual's needs, but cannot be more than three (3) inches above the center of the knee cap and no longer than one (1) inch below the center of the kneecap measured while standing.

Women's Pleated and No-pleated Pants (Dickies are acceptable as an additional option)

- Fabric: 65% polyester/35% cotton, permanent crease/wrinkle resistant/fade resistant
- Color: Navy and Khaki
- Pockets: Two side pockets
- Reinforced front pockets
- Front closure: Metal tack button, zipper fly with closure
- Size: 4 - 36
- Inseam: 28" – 36"

Women's Half Elastic Waist Pants

- Fabric: 65% polyester/35% cotton, permanent crease/wrinkle resistant/fade resistant
- Half elastic waistband
- Color: Navy and Khaki
- Pockets: Two side pockets
- Front closure: Metal tack button, zipper fly with closure
- Size: 4 - 36
- Inseam: 28" – 36"

Women's Full Elastic Waist Pants

- Fabric: 65% polyester/35% cotton, permanent crease/wrinkle resistant/fade resistant
- Full elastic waistband

- Color: Navy and Khaki
- Pockets: Two side pockets
- Size: 4 - 36
- Inseam: 28" – 36"

Women's Pleated and No-pleated Shorts (Dickies are acceptable as an additional option)

- Fabric: 65% polyester/35% cotton, permanent crease/wrinkle resistant/fade resistant
- Color: Navy and Khaki
- Pockets: Two side pockets and two back pockets
- Reinforced front pockets
- Front closure: Metal tack button, zipper fly with closure
- Size: 4 - 36
- Length: tailored to individual's needs but cannot be more than three (3) inches above the center of the knee cap and no longer than one (1) inch below the center of the kneecap measured while standing.

Women's Skirt

- Fabric: 65% polyester/35% cotton
- Color: Navy and Khaki
- Front or back zipper closure with button
- With or without elastic
- Rear kick pleat
- With belt loops
- Size: 4 - 28
- Length: altered to individuals' needs, but may not be shorter than mid-calf

Men's Executive Shirt Short Sleeve (Supervisors Only)

- Fabric: 60% Cotton, 40% Polyester
- Short Sleeve, with pocket
- Button down collar
- Color: Indigo blue
- Size: Small – 3XL regular and long tale
- City of Gainesville logo left breast and RTS logo on right sleeve

Men's Executive Shirt Long Sleeve (Supervisors Only)

- Fabric: 60% Cotton, 40% Polyester
- Long Sleeve, with pocket
- Button down collar
- Color: Indigo blue
- Size: Small – 3XL regular and long tale
- Sleeve length: 31 ½" – 36"
- City of Gainesville logo left breast and RTS logo on right sleeve

Men's Denim Shirt Long Sleeve (Admin Staff Only)

- Fabric: Denim
- Long Sleeve, with pocket
- Button down collar
- Color: Blue
- Size: Small – 3XL regular and long tale
- City of Gainesville logo left breast and RTS logo on right sleeve

Women's Denim Shirt Long Sleeve (Admin Staff Only)

- Fabric: Denim
- Long Sleeve, with pocket
- Button down collar

- Color: Blue
- Size: Small – 2XL regular and long tale
- City of Gainesville logo left breast and RTS logo on right sleeve

Women’s Executive Shirt Short Sleeve (Supervisors Only)

- Fabric: 60% Cotton, 40% Polyester
- Short Sleeve, with pocket
- Button down collar
- Color: Indigo blue
- Size: Small - 2XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Women’s Executive Shirt Long Sleeve (Supervisors only)

- Fabric: 60% Cotton, 40% Polyester
- Long Sleeve, with pocket
- Button down collar
- Color: Indigo
- Size: Small - 2XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Women’s Executive Shirt Short Sleeve (Customer Service Representatives Only)

- Fabric: 60% Cotton, 40% Polyester
- Short Sleeve, with pocket
- Button down collar
- Color: White
- Size: Small - 2XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Women’s Executive Shirt Long Sleeve (Customer Service Representatives only)

- Fabric: 60% Cotton, 40% Polyester
- Long Sleeve, with pocket
- Button down collar
- Color: White
- Size: Small - 2XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Polo Shirt Men and Women (Operators)

- Fabric: Wicking Texture, 3.8 ounce, 100% Polyester Tricot and double-needle stitching throughout
- Color: Khaki, Dark Royal and Mango Orange
- Size: Small – 6XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Polo Shirt Men and Women (Customer Service Representatives)

- Fabric: Wicking Texture, 3.8 ounce, 100% Polyester Tricot and double-needle stitching throughout
- Color: White
- Size: Small – 6XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Turtleneck Shirt (Unisex)

- Fabric: 50% cotton jersey knit/50% polyester
- Color: Navy
- Size: Small – 6XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Mock Turtleneck Shirt (Unisex)

- Fabric: 50% cotton jersey knit/50% polyester
- Color: Navy
- Size: Small – 6XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Windbreaker Nylon Jacket

- Fabric: 100% nylon w/Polyurethane Coating and Water Resistance Finish
- Lining: 100% Polyester
- Color: Navy
- Snap front and drawstring bottom
- Elastic cuffs
- Slash style pockets
- Inside chest pocket
- Size: X-Small – 6XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Heavyweight Jacket

- Fabric content: Heavyweight Water Resistant Nylon
- Lining: Removable quilted liner
- Color: Navy
- Zip Front
- Two slash style hand warmer pockets
- Inside chest pocket
- Size: X-Small – 6XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Endeavor Jacket (Light weight jacket with stow away hood)

- Fabric content: Heavyweight Water Resistant Nylon
- Lining: liner
- Color: Navy
- Zip Front
- Two slash style hand warmer pockets
- Inside chest pocket
- Size: X-Small – 6XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Viking Jacket (Light weight rainwear with stow away hood)

- Fabric content: Heavyweight 100% Water Proof Shell
- Lining: liner
- Color: Navy
- Zip Front
- Two slash style hand warmer pockets
- Inside chest pocket
- Size: X-Small – 6XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Long Sleeve Windshirt

- Fabric: 100% Polyester Microfiber
- Color: Navy and Khaki
- Knit V-neck collar and cuff with white tipping
- Mesh lining
- Slash style pockets
- Size: X-Small – 5XL

- City of Gainesville logo left breast and RTS logo on right sleeve

Cardigan/Sweater (Unisex)

- Five (5) button cardigan style – long sleeve
- Fabric: 100% polyester
- Color: Navy
- Two (2) front pockets
- Size: X-Small – 5XL
- City of Gainesville logo left breast and RTS logo on right sleeve

Caps/Visors

- Fabric: 100% Cotton Twill
- Sandwich bill (optional)
- Color: Navy and Khaki
- Structured, medium profile
- Adjustable back strap
- RTS logo

Leather Uniform Belt with buckle

- Belt color: black and brown with gold or silver buckle
- Size: 28” – 60”

Maternity Clothing

- Shirts
 - Color: Blue or Khaki
 - City of Gainesville logo left breast and RTS logo on right sleeve
- Pants
 - Color: Blue or Khaki

10. Logo/Wordmark Reference Information

The RTS Uniform Mockups and the City’s *Wordmark Implementation Guide* are provided in the Exhibits section at the end of this document.

11. Additional Bid Requirement

Documentation for the following requirement is requested to be provided with the bid response. Missing documentation will be requested by the buyer after the bid opening.

- Bidders shall have been in the uniform supply business for at least three years. *Provide documentation such as business licenses/permits showing firm has been in business for at least the last three years.*

BID FORM

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

PROJECT: **Uniforms for Regional Transit System Operations Employees**

BID#: **RTSX-190000-DS**

BID DUE DATE: **May 17, 2018 at 3:00 p.m. local time**

CITY’S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: Daphne Sesco, Senior Buyer Telephone Number: 352-334-5021
Fax Number: 352-334-3163
Email address: sescoda@cityofgainesville.org

Bidder Legal Name: _____

Bidder Alias/DBA: _____

Bidder’s Address: _____

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

Name: _____ Telephone Number _____

Date: _____ Fax Number _____

Email address _____

BIDDER’S DECLARATION AND UNDERSTANDING

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

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

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

Bidder further declares that any deviation from the specifications are explained on separate sheets labeled Clarifications and Exceptions attached to this Bid Form and that each deviation is itemized by number and specifically refers to the applicable specification paragraph and page.

ADDENDA

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

TAXES

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

BID PRICES

Pricing will be firm for the first three (3) years of the five year contract. The *Delivered, Unit Price* amount is subject to a **one-time percentage increase**, not to exceed 3%, that will be in effect for years four (4) and five (5) of the contract. The increase shall be in accordance with the U.S. Bureau of Labor Statistics National Consumer Price Index (CPI), "All Urban Consumers", "U.S. All Items, 1982-84=100 – CUUR0000SA0", "Not Seasonally Adjusted" as measured for the previous 12 month period ending in May 2021. In July 2021, the City will consult the aforesaid index for the month of May and send written notice of the percentage increase by August 15, unless the data is not yet available. Should the index indicate a percentage decrease the *Delivered, Unit price* amount will remain unchanged for years four (4) and five (5) of the contract.

MALE TROUSERS (hemmed)

Description	Manufacturer	Unit Price, Delivered
Khaki-PLEATED-sizes 28 - 42		\$ Each
Khaki-PLEATED-sizes 44 - 56		\$ Each
Khaki-NO PLEATS-sizes 28 - 42		\$ Each
Khaki-NO PLEATS-sizes 44 - 56		\$ Each
Khaki-PLEATED- Comfort Waistband-sizes 28 - 42		\$ Each
Khaki-PLEATED-Comfort Waistband-sizes 44 - 56		\$ Each
Khaki-NO PLEATS- Comfort Waistband-sizes 28 - 42		\$ Each
Khaki-NO PLEATS-Comfort Waistband-sizes 44 - 56		\$ Each
Navy-PLEATED-sizes 28 - 42		\$ Each
Navy-PLEATED-sizes 44 - 56		\$ Each
Navy-NO PLEATS-sizes 28 - 42		\$ Each
Navy-NO PLEATS-sizes 44 - 56		\$ Each
Navy-PLEATED- Comfort Waistband-sizes 28 - 42		\$ Each
Navy-PLEATED-Comfort Waistband-sizes 44 - 56		\$ Each
Navy-NO PLEATS- Comfort Waistband-sizes 28 - 42		\$ Each
Navy-NO PLEATS-Comfort Waistband-sizes 44 - 56		\$ Each

MEN'S EXECUTIVE TROUSERS (hemmed)

Description	Manufacturer	Unit Price, Delivered
Navy-PLEATED-sizes 28 - 46		\$ Each
Charcoal-PLEATED-sizes 28 - 46		\$ Each
Navy-NO PLEATS-sizes 28 - 46		\$ Each
Charcoal-NO PLEATS-size 28-46		\$ Each

MALE SHORTS (hemmed)

Description	Manufacturer	Unit Price, Delivered
Khaki-PLEATED-sizes 28 - 42		\$ Each
Khaki-PLEATED-sizes 44 - 56		\$ Each
Khaki-NO PLEATS-sizes 28 - 42		\$ Each
Khaki-NO PLEATS-sizes 44 - 56		\$ Each
Navy-PLEATED-sizes 28 - 42		\$ Each
Navy-PLEATED-sizes 44 - 56		\$ Each
Navy-NO PLEATS-sizes 28 - 42		\$ Each
Navy-NO PLEATS-sizes 44 - 56		\$ Each

FEMALE PANTS (hemmed)

Description	Manufacturer	Unit Price, Delivered
Khaki-PLEATED-sizes 4 - 36		\$ Each
Khaki-NO PLEATS-sizes 4 - 36		\$ Each
Navy-PLEATED-sizes 4 - 36		\$ Each
Navy-NO PLEATS-sizes 4 - 36		\$ Each
Khaki-w/half elastic waistband-sizes 4 - 36		\$ Each
Navy w/half elastic waistband-sizes 4 - 36		\$ Each
Khaki-full elastic waistband-sizes 4 - 36		\$ Each
Navy full elastic waistband-sizes 4 - 36		\$ Each

FEMALE SHORTS (hemmed)

Description	Manufacturer	Unit Price, Delivered
Khaki-PLEATED-sizes 4 - 36		\$ Each
Khaki-NO PLEATS-sizes 4 - 36		\$ Each
Navy-PLEATED-sizes 4 - 36		\$ Each
Navy-NO PLEATS-sizes 4 - 36		\$ Each

SKIRTS (hemmed)

Description	Manufacturer	Unit Price, Delivered
Khaki-STRAIGHT LINE-sizes 4-28		\$ Each
Navy-STRAIGHT LINE-sizes 4-28		\$ Each

MEN'S POLO SHIRTS (Wicking Texture)

Description	Manufacturer	Unit Price, Delivered
Dark Royal-sizes S - XL		\$ Each
Dark Royal-sizes 2XL - 6XL		\$ Each
Mango Orange-sizes S - XL		\$ Each
Mango Orange-sizes 2XL - 6XL		\$ Each
Khaki-sizes S - XL		\$ Each
Khaki-sizes 2XL - 6XL		\$ Each

MEN'S BUTTON DOWN SHIRTS

Description	Manufacturer	Unit Price, Delivered
Navy blue-short sleeve-sizes S - 3XL		\$ Each
Navy blue-long sleeve-sizes S - 3XL		\$ Each
Khaki-short sleeve-sizes S - 3XL		\$ Each
Khaki-long sleeve-sizes S - 3XL		\$ Each

MEN'S EXECUTIVE SHIRTS (Indigo Blue)

Description	Manufacturer	Unit Price, Delivered
Indigo blue-short sleeve-sizes S - 3XL		\$ Each
Indigo blue-long sleeve-sizes S - 3XL		\$ Each

MEN'S EXECUTIVE SHIRTS (Light Blue)

Description	Manufacturer	Unit Price, Delivered
Light Blue-short sleeve-sizes S - 3XL		\$ Each
Light Blue-long sleeve-sizes S - 3XL		\$ Each

WOMEN'S POLO SHIRTS (Wicking Texture)

Description	Manufacturer	Unit Price, Delivered
Dark Royal-sizes S - 2XL		\$ Each
Mango Orange-sizes S - 2XL		\$ Each
Khaki-sizes S - 2XL		\$ Each
White-sizes S - 2XL		\$ Each

WOMEN'S BUTTON DOWN SHIRTS

Description	Manufacturer	Unit Price, Delivered
Navy blue-short sleeve-sizes S - 3XL		\$ Each
Navy blue-long sleeve-sizes S - 3XL		\$ Each
Khaki-short sleeve-sizes S - 3XL		\$ Each
Khaki-long sleeve-sizes S - 3XL		\$ Each

WOMEN'S EXECUTIVE SHIRTS (Indigo)

Description	Manufacturer	Unit Price, Delivered
Indigo blue-short sleeve-sizes S - 2XL		\$ Each
Indigo blue-long sleeve-sizes S - 2XL		\$ Each

WOMEN'S EXECUTIVE SHIRTS (Light Blue)

Description	Manufacturer	Unit Price, Delivered
Light blue-short sleeve-sizes S - 2XL		\$ Each
Light blue-long sleeve-sizes S - 3XL		\$ Each

WOMEN'S EXECUTIVE SHIRTS (White)

Description	Manufacturer	Unit Price, Delivered
White-short sleeve-sizes S - 3XL		\$ Each
White-long sleeve-sizes S - 3XL		\$ Each

WOMEN'S EXECUTIVE PANTS (hemmed)

Description	Manufacturer	Unit Price, Delivered
Navy-PLEATED-sizes 4 - 24		\$ Each
Charcoal-PLEATED-sizes 4 -24		\$ Each

WOMEN'S EXECUTIVE SKIRTS (hemmed)

Description	Manufacturer	Unit Price, Delivered
Navy-Straight Line-sizes 4 - 24		\$ Each
Charcoal-Straight Line-sizes 4 -24		\$ Each

WOMEN'S DENIM BUTTON DOWN SHIRT

Description	Manufacturer	Unit Price, Delivered
Blue denim-sizes S – 2XL		\$ Each

MEN'S DENIM BUTTON DOWN SHIRT

Description	Manufacturer	Unit Price, Delivered
Blue denim-sizes S – 3XL		\$ Each

TURTLENECK

Description	Manufacturer	Unit Price, Delivered
Navy-sizes S - XL		\$ Each
Navy-sizes 2XL - 6XL		\$ Each

MOCK TURTLENECK

Description	Manufacturer	Unit Price, Delivered
Navy-sizes S - XL		\$ Each
Navy-sizes 2XL - 6XL		\$ Each

CARDIGAN

Description	Manufacturer	Unit Price, Delivered
Navy-cardigan-sizes S - XL		\$ Each
Navy-cardigan-sizes 2XL - 5XL		\$ Each

WINDSHIRTS

Description	Manufacturer	Unit Price, Delivered
Navy-sizes S - 2XL		\$ Each
Navy-sizes 3XL - 5XL		\$ Each
Khaki-sizes S - 2XL		\$ Each
Khaki-sizes 3XL - 5XL		\$ Each

WINDBREAKER

Description	Manufacturer	Unit Price, Delivered
Navy Windbreaker-lined-sizes S - 2XL		\$ Each
Navy Windbreaker-lined-sizes 3XL - 6XL		\$ Each

HEAVYWEIGHT JACKETS*

Description	Manufacturer	Unit Price, Delivered
Navy-heavy weight-sizes S - 2XL	Masterbilt	\$ Each
Navy-heavy weight-sizes 3XL - 6XL	Masterbilt	\$ Each
Thinsulate Liner	Masterbilt	\$ Each

*Manufacturer listed is preferred, not required.

ENDEAVOR JACKETS*

Description	Manufacturer	Unit Price, Delivered
Navy Endeavor Jacket-sizes S - 2XL	Endeavor	\$ Each
Navy Endeavor Jacket-sizes 3XL - 6XL	Endeavor	\$ Each

*Manufacturer listed is preferred, not required.

VIKING JACKETS*

Description	Manufacturer	Unit Price, Delivered
Navy Viking Jacket-sizes S - 2XL	Viking	\$ Each
Navy Viking Jacket-sizes 3XL - 6XL	Viking	\$ Each

*Manufacturer listed is preferred, not required.

CAPS/KNIT (Watch) CAPS

Description	Manufacturer	Unit Price, Delivered
Caps - Khaki		\$ Each
Caps - Navy		\$ Each
Knit - Khaki		\$ Each
Knit - Navy		\$ Each

BELTS

Description	Manufacturer	Unit Price, Delivered
Black Leather w/silver buckle -sizes 24 - 60		\$ Each
Black Leather w/gold buckle -sizes 24 - 60		\$ Each
Brown Leather w/gold buckle -sizes 24 - 60		\$ Each

MATERNITY WEAR

Description	Manufacturer	Unit Price, Delivered
Shirts - Khaki		\$ Each
Shirts - Navy		\$ Each
Pants - Khaki		\$ Each
Pants - Navy		\$ Each

CITY OF GAINESVILLE LOGO

Description	Unit Price, Delivered
One time setup fee	\$
Cost per item	\$

RTS LOGO

Description	Unit Price, Delivered
One time setup fee	\$
Cost per item	\$

SHIPPING AND HANDLING

Description	Unit Price, Delivered
Shipping cost	\$
Restocking Charges*	\$

**If a percentage amount instead of a dollar amount is entered for this item, then the percentage will be multiplied by the highest priced item bid by bidder to determine the dollar amount that will be included in the sum total of the "Unit Price, Delivered" column above.*

The award will be based upon the sum total of all the "Unit Price, Delivered" columns above. No additional multipliers or quantities will be used.

In calculating the sum total, if an item is left blank by one bidder or otherwise not acceptable in form, then it will be discounted for all other bidders.

ADDITIONAL BIDDER INFORMATION

Bidder hereby certifies that Bidder has been in business for a minimum of three (3) years: ___Yes _____ (initial)

Note: The City reserves the right to award this bid on the basis of each line individually, any combination of line items or all line items combined as it determines to be in its best interest. The City reserves the right to not award any line item as it determines to be in its best interest. The City reserves the right to negotiate pricing for like items of differing sizes not specifically covered in this bid.

Note: The CITY reserves the right to add or delete locations, services, items, materials or any other aspects of consideration from this contract should it be in the best interest of the City. The contract price will be adjusted accordingly upon mutual negotiation and agreement of the CONTRACTOR and the City's representative.

LOCAL PREFERENCE (check one)

Local preference is requested _____ yes _____ no

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested

QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)

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

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

SIGNATURE ACKNOWLEDGES THAT: (check one)

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

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

(CORPORATE SEAL)

ATTEST:

BIDDER:

Signature

Signature

By:_____

By:_____

Title:_____

Title:_____

TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

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

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

SUBCONTRACTORS

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

MATERIALS SUPPLIERS

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

Bidding Company Name: _____

Form Completed By: _____

Date: _____

Title: _____

DRUG FREE WORKPLACE FORM

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

_____ does:
(Name of Business)

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

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

Bidder's Signature

Date

DEBARRED AND SUSPENDED BIDDERS
Breach of Contract

- 1. Scope.
This policy prescribes policies and procedures relating to:
 - (a) the debarment of bidders for cause;
 - (b) the suspension of bidders for cause under prescribed conditions; and,
 - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.
 It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
- 2. General.
Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.
- 2.1 Definitions.
 - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or inadequate performance.
 - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
 - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
 - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
 - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
 - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
- 3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.
 - (a) The Procurement Division shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
 - (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
 - (c) The list shall be kept current by issuance of notices of additions and deletions.
- 4. Treatment to be Accorded Firms or Individuals Debarred or Suspended
Firms or individuals listed by the Procurement Division as debarred or suspended shall be treated as follows.
 - (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
 - (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Procurement Division shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
- 5. Causes and Conditions Applicable to Determination of Debarment.
Subject to the following conditions, the Procurement Division is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.
 - (a) Causes

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

(b) Conditions.

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

5.1 Period of Debarment.

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

6. Suspension of Bidders.

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

6.1 Causes and Conditions Under Which the City May Suspend Contractors

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

6.2 Period of Suspension.

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

7. Scope of Debarment or Suspension.

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

8. Notice of Debarment or Suspension.

When the Procurement Division seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

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

9. Response to Notice of Debarment or Suspension.

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

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
 - (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause

for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

ARTICLE X. LOCAL PREFERENCE POLICY*

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

Sec. 2-620. Findings of fact.

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

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

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

(Ord. No. 001261, § 2, 3-29-04)

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

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

(Ord. No. 001261, § 3, 3-29-04)

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

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

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or

- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

Sec. 2-624. Application, enforcement.

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

(Ord. No. 001261, § 5, 3-29-04)

LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PROGRAM

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

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

Contract Award Conditions:

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

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

Good Faith Efforts:

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

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

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

The City of Gainesville will consider the following list of types of actions as a part of the Bidder's/Respondent's Good Faith Efforts to obtain Local Small and Service-Disabled Business Subcontractor participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all Local Small and Service-Disabled Business who have the capability to perform the Work or provide Materials needed to complete the project. The Bidder/Respondent must solicit this interest within sufficient time to allow them to respond to the solicitation. The Bidder/Respondent must determine with certainty if they are interested by taking appropriate steps to follow-up the initial solicitations.
2. Selecting portions of the Work to be performed or portions of the Materials to be provided by Local Small and Service-Disabled Businesses in order to increase the likelihood that participation is maximized. This includes, where appropriate, breaking out contract Work items or Material items into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these Work items or provide these Material items with its own forces.

3. Providing interested Local Small and Service-Disabled Businesses with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. (a) Negotiating in good faith with interested Local Small and Service-Disabled Businesses. It is the Bidder's/Respondent's responsibility to make a portion of the Work or Materials available to the Subcontractors and to select those portions of the Work or Material needed consistent with the available Local Small and Service-Disabled Business Subcontractors, so as to facilitate participation. Evidence of such negotiation includes the names, addresses and telephone numbers of Local Small and Service-Disabled Businesses that were considered; a description of the information provided regarding the plans and specifications for the Work or Materials selected for subcontracting; and evidence as to why additional agreements could not be reached to perform the Work or provide the Materials.
(b) A Bidder/Respondent using good business judgment would consider a number of factors in negotiating with Subcontractors, and would take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using Local Small and Service-Disabled Businesses is not in itself sufficient reason for a Bidder/Respondent's failure to seek to maximize the use of them as long as such costs are reasonable and/or may be offset by other less tangible benefits. Also, the availability or desire of a Bidder/Respondent, including a Local Small and Service-Disabled Business Bidder/Respondent to perform the Work or provide the Materials of a contract with its own organization does not relieve the Bidder/Respondent the responsibility to make Good Faith Efforts and maximize utilization of other Local Small and Service-Disabled Businesses. Bidder/Respondents are not, however, required to accept higher quotes from Local Small and Service-Disabled Businesses if the price difference is excessive or unreasonable or they are not qualified to perform the Work. These decisions should, however, be supportable and documented as part of the required Good Faith Efforts.
5. Making efforts to assist interested Local Small and Service-Disabled Businesses in obtaining bonding, lines of credit, or insurance as required by the City of Gainesville or Bidder/Respondent.
6. Making efforts to assist interested Local Small and Service-Disabled Businesses in obtaining necessary equipment, supplies, Materials, or related assistance and services.
7. Effectively using the services of available small, women, service-disabled veteran and minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of Local Small Businesses.

In determining whether a Bidder/Respondent has maximized participation, the City of Gainesville will take into account the performance of other Bidders/Respondents in meeting this requirement of the bid/proposal and historical participation by Local Small and Service-Disabled Businesses involving similar Work or Materials. For example, when the apparent successful Bidder/Respondent fails to obtain or fails to maximize Local Small Business participation, but others Bidders/Respondents obtained and/or maximized such participation, the City of Gainesville will reasonably raise questions whether, with additional reasonable efforts, the apparent successful Bidder/Respondent could have obtained and/or maximized participation. As indicated, a reasonable level of participation (maximization) may not be apparent until after bids/proposals are opened and participation of various bidders compared. Therefore, it is recommended that in all cases, all pre-submittal Good Faith Efforts be documented, and retained in the event that such are required to be submitted for review/verification.

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

Local Small Businesses Terminations/Substitutions:

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

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

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

Equal Opportunity Assurance:

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

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

Protest of Rejected Bid/Proposal – Administrative Reconsideration

1. The Equal Opportunity Director or designee, shall review bids and proposals to evaluate whether said bids or proposals comply with the above stated requirements. In the event that a bid or proposal is rejected for failure to comply with the stated requirements, the affected bidder or respondent may obtain reconsideration of such determination by filing a Protest/Request for Reconsideration.
2. In the reconsideration, the Bidder/Respondent has the opportunity to demonstrate how the Bid/Proposal met the requirements of the Program. The Request for Reconsideration shall be submitted to the Office of Equal Opportunity within five (5) working days after receipt of notice of rejection. The Request for Reconsideration shall address the issues of whether the Bidder/Respondent maximized Local Small and Service-Disabled Business participation or made adequate good faith efforts to maximize the participation of local small and service-disabled business participation and shall include documentation associated with these factors.
3. The decision on reconsideration will be made by the Executive Chief of Staff.
4. The Bidder/Respondent may have the opportunity to meet in person with the Executive Chief of Staff to discuss the issue of whether it met the criteria outlined above (see Item 2).
5. The Bidder/Respondent will be sent a written decision on reconsideration, explaining the basis for finding that the Bidder/Respondent did or did not meet the criteria above (see Item 2).
6. All the arguments, documentation, and evidence, which is relevant to the Request for Reconsideration must be submitted by the Bidder/Respondent to the Executive Chief of Staff at least three (3) working days prior to the meeting described in Item 4 above or, if no meeting is held, three (3) days prior to the anticipated date of the decision on reconsideration. Absent fraud or mistake not attributable to the Bidder/Respondent, evidence of efforts undertaken subsequent to submission of the bid/proposal will not be considered. If no additional evidence or documentation is submitted by the Bidder/Respondent in accordance with the above, only the documents currently on file with the Procurement Division will be reviewed at the meeting.

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

BID #: **RTSX-190000-DS**

DUE DATE: **May 17, 2018
@ 3:00 p.m., local time**

SEALED BID ON: **Uniforms for Regional Transit System Operations Employees**

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____

Are you a qualified local small business? Yes_____ No_____


EXHIBITS

Gainesville. Citizen centered People empowered

Cultivating job diversity & economic vitality in Gainesville. Citizen centered. People empowered.

City of Gainesville:
Office of the City Manager
200 Progress Street, Suite 200
Gainesville, Texas 77243
714.641.4314

Gainesville.
Citizen centered.
People empowered.



**How do we
empower you?**
empoweredyou.com

Creating space for ingenuity & partnership to thrive in Gainesville. Citizen centered. People empowered.

HOW WE DO IT | OUR PEOPLE | YOUR IDEAS | CONTACT

When a city known for its vibrant life ideas, our embrace the local, local and global citizen.

↓ JOIN US



Wordmark Implementation Guide

Last updated: February 2018

As referenced in Administrative Policy No. 8-A
 This document is subject to periodic revision. Please visit
<http://ggsp/co/1/Logo/Forms/AllItems.aspx> to make sure
 you have the most recent version.

http://gainesvillecitizens.org/

Wordmark Implementation Guide

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The elements contained in this manual are for official city use only. These elements are not to be used on non-city publications and websites without written/electronic permission from designated city staff.

The City of Gainesville's Visual Identity

Historical Background

The City of Gainesville's visual identity dates back to at least 1849, when one of the earliest city seals was used on official letterhead.

With the introduction of the new city wordmark (commonly used in place of a logo), the city seal will be predominately used for all matters of permanence, such as official documents of the Gainesville City Commission. The corporate seal of the city is an impression showing a locomotive with the year 1869 enclosed by the words "City of Gainesville, State of Florida." The corporate seal of the City of Gainesville is the same as that of the Town of Gainesville, incorporated in 1869. The Clerk of the Commission serves as custodian of the city seal and records.

In most cases the new wordmark will replace the "every path starts with passion" logo on the majority of all forms of communication, including but not limited to print and electronic media. The city seal is reserved for formal and/or legal use, as described on page 5.

It is anticipated that the official seal will be the enduring symbol of Gainesville city government, while the wordmark is its contemporary marketing tool.

Use of the City of Gainesville Seal will Continue

The traditional City of Gainesville seal remains alive and well. Use of the seal is reserved for use by the Gainesville City Commission and other official functions where an official seal of the government is prescribed by law or custom. With this publication, new formal standards are in now place to guide the appropriate use of the city seal. Any questions regarding use of the city seal should be directed to the Clerk of the Commission.

The Launch of the New Wordmark

To further the City of Gainesville's vision -- and reflect the City of Gainesville's identity as a vibrant mid-sized city and host community of one of the nation's largest public universities -- the City of Gainesville adopted its new wordmark in 2017.

Developing a New Identity

The City of Gainesville worked with community leaders to create a [Blue Ribbon Panel and Report](#). The report identified a number of areas of improvement to make Gainesville the New American City through changes in our thinking, being more citizen-centered and creating more civic innovation. This created a new purpose and guiding questions to be used to achieve the goal to become a model for other municipalities across the world, focusing or becoming the most citizen-centered city in the country. It is important that all aspects of city government project one clear image (wordmark) through an integrated communication and marketing strategy.

Clear messages and visual imagery will highlight the fact that the City of Gainesville is a multifaceted, yet unified, organization. The new city wordmark is the one unifying visual image for all components of city government reporting to the city manager. We make up a unified, single entity, and the whole is only as strong as the sum of its parts.

The City of Gainesville is implementing this new visual identity (wordmark) on city stationery, publications, promotional materials, uniforms and on other materials immediately. In order to implement this change in a cost-effective fashion, offices, departments and divisions should implement the wordmark as current supplies are depleted (e.g. stationery), need to be replaced (e.g. banners or tents) or when a reasonable budget becomes available. The new system is designed to be flexible so that it is applicable to a variety of formats and media.

This guide and associated policy have been developed to reinforce that the municipal government of the City of Gainesville is one complete entity. A goal of these efforts is to become more consistent in identifying all departments as part of the city.

The success of this wordmark implementation depends upon your contribution and cooperation. Everything we do creates an impression; and every impression changes the way people think about the City of Gainesville.

Should you have any questions about the city's new wordmark and its implementation, please contact the Communications Office at 352-334-5017 or e-mail gainesvillepio@cityofgainesville.org. Questions regarding use of the city seal should continue to be directed to the Clerk of the Commission.

Why?

The essence of Gainesville's brand is its people, not any symbol or seal. Their stories are the city's stories. Their values are the city's values. Since the citizen-centered philosophy is built around questions such as *how can we empower you?* or *how might this city be made even better?*, the most sustainable solution was to take an unbranding approach. Unbranding, in this case, means omitting every trapping of traditional branding that is not necessary. It means no logo. It means minimizing the city's old brand position and maximizing the citizen-centered concept. This new design direction signifies a new way of working that highlights the interactions between employees and residents, all while allowing us to maintain flexibility for the future.

City of Gainesville Guiding Questions

Striving to be the New American City, Gainesville has a series of questions to increase civic innovation and citizen centeredness. The questions ask **How might we:**

Support a strong economy?

Catalyze job diversity, entrepreneurship, and small business vitality.

Foster greater equity?

Strengthen neighborhoods, provide equitable services, and support access to housing.

Plan for a better future?

Promote opportunities for youth, families, and seniors and preserve our resources.

Be a community model?

Leverage partnerships and innovation to transform our city.

Should I use the City Seal or the Wordmark?

The city seal is used for all items related to the Gainesville City Commission. It is also used to mark all items of a permanent and lasting nature. As noted on page 3, the Clerk of the Commission serves as custodian of the city seal.



CITY OF GAINESVILLE OFFICIAL SEAL

Used for:

- City flag
- City Hall auditorium signage
- Legal signage
- City Commission ordinances
- City Commission and Mayoral proclamations
- City Commission and Clerk of the City Commission letterhead, business cards (if requested)
- City Commission appointed boards and committees letterhead when sending external correspondence via official City Commission action
- City Commission reports and plans
- City Commission agenda and minutes
- City Commission adopted documents
- City board-appointed commissions, task forces
- City Commission official and/or ceremonial items (pins, pens, plaques)
- Permanent building signage
- Employee service pins, service awards
- Benefit forms and statements
- City citations
- Legal documents
- Legal signage
- Building capstones, historical markers

The city wordmark is a marketing piece on all other items. It is used on Charter Officer and department materials to bring a sense of unity to city information. The Communications Office manages oversight of use of the wordmark.

Gainesville.
Citizen centered
People empowered

CITY OF GAINESVILLE OFFICIAL WORDMARK

Used for:

- **Correspondence** (except when the city seal is required as previously noted): Letterhead, fax covers, memos, CityLine e-announcements, business cards
- **Internal correspondence** for City Commission appointed boards and committees
- **Print publications:** Brochures/flyers, annual reports
- **Clothing:** Uniforms, t-shirts, polo shirts, hats
- **Promotional/marketing merchandise:** Banners, bags, hats, pens, umbrellas, giveaway items, promotional pins, advertising (print and electronic)
- **Forms** (permits, applications)
- **Electronic:** Website, intranet, social media and mobile platforms
- **Community 12TV** advertising and programming
- **Signs** (of a temporary or permanent nature)
- **Vehicles:** any new city vehicles or equipment and all city vehicles and equipment previously badged with the city seal or old brand (as funding allows)
- **Trade show booths, backdrops**
- **Display table cloths**
- **Procurement correspondence:** Purchase orders, RFPs, RFQs
- **Presentations** (i.e. PowerPoint, Prezi)
- **City name badges**
- **Specialty awards**

NOTE: You may submit your request for an exception to the Wordmark Implementation Guide to the Communications Office by e-mail (gainesvillepio@cityofgainesville.org) or phone (334-5017). Questions regarding use of the city seal should be directed to the Clerk of the Commission.

Wordmark & Themes

The Gainesville citizen centered tagline is at the heart of our wordmark system.

The wordmark is typeset in Publico Headline Bold. It is available as a piece of vector or raster artwork. Please do not attempt to replicate the tagmark by typing it out, and avoid separating or rearranging the words in any way.

Gainesville.
Citizen centered
People empowered

When placing the wordmark on the bottom margin line of a layout in InDesign or Illustrator, or when aligning it to the bottom of an image, align the baselines of flat-footed letters (l, m, w, r) to your guide or margin. Round letters (e, o, d) will dip just below the baseline. Don't worry; they're supposed to do that.

Themes

Each statement below represents one of four themes that are essential to Gainesville's citizen-centered philosophy. We use color variation to create double meanings within each phrase, thereby anchoring a loftier, more global challenge (cultivating, building, shaping, creating) to the name of our hometown.

When using a navy background color, the words shown here in navy are turned to white. The bright colors remain the same. These color combinations have been carefully chosen to correspond to each theme. Please do not alter them in any other way.

We carefully typeset these themes in a way that has more to do with poetry than prose. Consistency gives us coherence across all four themes. Whenever possible, pay close attention to line breaks: Notice how the word Gainesville always begins the third line of each statement, and always use a ragged-right alignment.

**Building equity & vibrant
 neighborhoods throughout
 Gainesville. Citizen centered.
 People empowered.**

**Shaping a bright future
 for all individuals in
 Gainesville. Citizen centered.
 People empowered.**

**Creating space for ingenuity
 & partnership to thrive in
 Gainesville. Citizen centered.
 People empowered.**

**Cultivating job diversity
 & economic vitality in
 Gainesville. Citizen centered.
 People empowered.**

Wordmark Colors & Typography




The City of Gainesville employs several variations of the wordmark to meet differing design needs. Together, they comprise the city’s visual identity system. The city’s wordmark should be used on all city communications (with some noted exceptions). Alteration of the wordmark artwork, aspect ratio or colors is strictly prohibited.

Primary Colors

	
Jade Green PMS 3265	Navy PMS 296
CMYK: 73, 0, 60, 0	CMYK: 90, 76, 55, 68
RGB: 0, 196, 179	RGB: 12, 28, 42
Hex: #00C4B3	Hex: #0B1B2A

It may be appropriate to combine two colors when creating headlines. In such cases we recommend limiting colors to Jade and Navy, leading with Jade and transitioning to Navy for emphasis, and ending the phrase with a proper noun. We do not recommend combining more than two text colors in any given plane of view.

Secondary Colors

		
Warm Red PMS Warm Red	Violet PMS 2725	Sky Blue PMS 298
CMYK: 0, 75, 60, 0	CMYK: 69, 60, 0, 0	CMYK: 63, 13, 0, 0
RGB: 255, 102, 91	RGB: 104, 94, 199	RGB: 64, 180, 229
Hex: #FF7168	Hex: #887DD0	Hex: #40B4E5

Publico: Publico Headline is a contemporary serif typeface that features crisp serifs, a tall lowercase and rounded ball terminals. Originally designed for use in newspapers, Publico conveys authority and trustworthiness, but with a taut immediacy that feels more energetic than many traditional serif typefaces.

We use two weights of Publico Headline: Bold for headlines, and Roman for quotes and large subheads. These fonts were designed exclusively for headlines and other large settings, and should not be set smaller than 20 point.

Publico Headline: **A B C D E F G H I J K L M N O P Q R S T U V W X Y Z**
a b c d e f g h i j k l m n o p q r s t u v w x y z

National: National is our workhorse. Though it might look like a simple sans serif at first glance, National was designed with subtle details that provide warmth and a touch of quirkiness – much like the City of Gainesville. National is humble but hardworking, relatable and distinctive.

We use National for subheads, supporting taglines, headlines, body copy, metadata and indicia. When using National Bold for headlines and lead-ins, use the small caps feature, using only small capitals without any full capitals. Note that true small caps are only accessible through the Adobe® Creative Suite software. In Microsoft Office® and other applications, set the bold text in full capitals.

Thus far, we are using five weights of National: Light, for subheads and outsized paragraphs; Book, for body copy and smaller text; Book Italic, for emphasis or titles in text; Bold, for stronger emphasis and headlines; and Bold Italic, for quote attributions and small taglines.

For sentences and page numbers, we use National’s default oldstyle figures – 0123456789 – which range up and down around the x-height like lowercase letters, creating a more even texture in sentences.

National: A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

Inclusion of Department & Division Names

When including a department or division name with the city wordmark, the department or division name must be in the National Book font. The wordmark should stand alone and a department or division name should be placed at the bottom of print marketing materials. Refer to the print and other materials standards on page 16 for more information. When adding a department or division name to shirts and uniforms, it should be added to the sleeve. Refer to the uniform and clothing standards on page 18 for more information.

Unique Logos & Graphic Elements

In the past, some departments received approval for a unique logo design that is different from the City of Gainesville's logo, to convey an emotion or message about their specific function and mission. While the desire for unique logos is understandable, a single visual element resonates with many audiences and provides quick, easy and consistent recognition of entities within the City of Gainesville. Accordingly, no new logos, graphic or visual elements outside of the parameters identified in this manual may be used; however, approvals may be considered for a graphic element to be used on specialty promotional items (such as summer camp t-shirts, etc.) or for special events, providing there is a clear visual separation and delineation between the City of Gainesville wordmark and the graphic element. The graphic element cannot be grouped with the wordmark in any way to appear as a larger composite piece.

Additional graphic elements may never be used on letterhead, business cards or forms without prior approval of the City Manager. Additionally, the City of Gainesville wordmark will be a dominant element of any advertising for the city. However, given the strong visual identity of several entities and events within city government, the following are examples of those that may continue to use its own visual identity in conjunction with the city's new wordmark:

- Gainesville Fire Rescue
- Gainesville Police Department
- Regional Transit System
- Downtown Festival & Art Show
- Department of Doing
- Depot Park
- Bo Diddley Plaza
- Free Fridays
- Ironwood Golf Course
- SmartTraffic
- Hoggetowne Medieval Faire
- JestFest!

Photography

We want to show Gainesville as it is, with portraits of citizens and one-on-one interactions with city staff. Pictures that are honest, candid, natural, emotional and personal. The light is organic and the shots don't feel staged. The context of each photograph can only be Gainesville, with its urban landmarks, greenery and sunshine.

A photoshop file with a variety of preset filters is available for use at <http://ggsp/co/Logo/Forms/AllItems.aspx>. Filters are available to use on photographs that will be used in print and digital (web) promotional or marketing materials. The filters include: hot greens (subtle vibrancy), day bright (vibrant), warm shadows (vibrant), muted greens (tonal blacks) and tonal shadows (vibrant).

Diversity

The City of Gainesville is committed to diversity. City communicators are encouraged to reflect diversity in their imagery and in text by using gender neutral language and including the broadest possible diversity of age, gender, racial and ethnic groups and ability in photographs.

Wordmark Variations

Primary Wordmark

The wordmark should be printed as two spot colors (using the Pantones or PMS colors - PMS 3265 and PMS 296) when possible. The 4-color process variation is also acceptable.

Gainesville.
Citizen centered
People empowered

Exhibit 1: Primary two-color wordmark

Secondary Wordmark

This version includes navy and white and is best used on a lighter blue or green background. The wordmark should be printed as one spot colors (using the Pantone or PMS color - PMS 296) when possible. The 4-color process variation is also acceptable.

Gainesville.
Citizen centered
People empowered

Exhibit 2: Secondary two-color wordmark

Reverse Wordmark

Reverse wordmark (on black or dark color) reverse navy Gainesville with white on very dark or black background. The wordmark should be printed as one spot colors (using the Pantone or PMS color - PMS 3265) when possible. The 4-color process variation is also acceptable.

Gainesville.
Citizen centered
People empowered

Exhibit 3: Reverse wordmark

One-Color Wordmark

A one-color wordmark is also available for use.

Gainesville.
Citizen centered
People empowered

Exhibit 4: One-color wordmark

Size Restrictions

The City of Gainesville wordmark should not be shown below any smaller than shown. The wordmark should be no less than 1.2 inches wide and 0.45 inches tall.

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Citizen centered
People empowered

Exhibit 5: Size restrictions

Space around the wordmark

The wordmark should stand alone, and should not have any other components near it, especially other text. Please consult with the Communications Office for assistance.

When embroidering the wordmark on shirts and uniforms, additional size requirements apply. Please refer to the uniform and clothing standards on page 18 for more information.

Unacceptable Variations

Always use the original digital design files. The files cannot be redrawn, re-proportioned or modified in any way. The following are examples of improper modifications that may violate the integrity of the City of Gainesville wordmark.

Gainesville.
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People empowered

DO NOT use any unofficial colors or any combination of colors different than the official wordmark colors.

Gainesville.
Citizen centered
People empowered

DO NOT try to recreate this wordmark. Use only the files provided. Elements of the font have been adjusted and should not be replaced with any other font.

Gainesville.
Citizen centered

DO NOT delete or adjust any element of the wordmark.

Gainesville.
Citizen centered
People empowered

Gainesville.
Citizen centered
People empowered

DO NOT change the proportions of the wordmark.

Gainesville.
Citizen centered
People empowered

This copy would not be acceptable sitting this close to the wordmark.

DO NOT place type or objects within 1/4" of the wordmark.

Gainesville.
Citizen centered
People empowered



DO NOT add unofficial copy or graphics covering any part of the wordmark.

Gainesville.
Citizen centered
People empowered

DO NOT rotate the wordmark.

Exhibit 6: Unacceptable Variations



DO NOT use/print the wordmark on a background or image that makes it difficult to read.

Stationery Standards

All city letterhead, envelopes and business cards (with some noted exceptions) are to be standardized to provide consistent institutional identity and to reduce design and printing costs. In addition, city memos should incorporate the new wordmark. Templates are available at <http://ggsp/co/Logo/Forms/AllItems.aspx>.

Letterhead 8.5 x 11"

**Cultivating job diversity
& economic vitality in
Gainesville. Citizen centered.
People empowered.**

**City of
Gainesville**

Office of the City Manager
PO Box 490, Station 6
Gainesville, Florida 32627
352 334 5010

#10 Square Flap Envelope 9.5 x 4.125"

Envelope front

Gainesville.
Citizen centered
People empowered

Envelope rear

**City of
Gainesville**

Office of the City Manager
PO Box, 490, Station 6
Gainesville, Florida 32627

**How can we
empower you?**

*How can I
empower you?*

[cityofgainesville.org](http://www.cityofgainesville.org)

Exhibit 7: Stationery

Stationery is one of the most visible and frequently used forms of communication. Stationery provides an introduction, an impression and a continuing point of contact. A simple guide to purchasing approved stationery is available from the Purchasing Division. After all supplies of existing stationery have been depleted, all new city letterhead and envelopes are to be standardized to provide a consistent identity. Examples and specifications follow.

Letterhead

Color and paper: The letterhead is 60 lb. paper and the recommended brand and color is Cougar smooth white. Comparable brands may be considered. See page 7 for examples of official ink colors (PMS 3265 and PMS 296).

Office, address and telephone information: The primary purpose of printed information on stationery and envelopes is to provide information for responses. The stationery should include the general office telephone numbers, including area code. The addresses should include the post office box number assigned by the post office and the 5 plus 4 zip code. Fax numbers and e-mail address may be added if departmental (not personal). Printed stationery should not be personalized with name and title. See example on page 13.

Second sheets: When preparing correspondence containing more than one page, subsequent pages should be blank and of the same paper stock as the letterhead.

Envelopes

Color and paper: The envelopes are #10, 70 lb., pre-converted square flap envelopes. The recommended brand and color is Cougar smooth white. Comparable brands may be considered. Printing is on both sides of the envelope, and the envelope artwork was designed to work only on a square flap, as opposed to a traditional commercial flap. See page 7 for examples of official ink colors (PMS 3265 and PMS 296).

1 Letterhead margins are 0.4444 pt. in and 0.4167 pt. down on both sides.

**Cultivating job diversity
& economic vitality in
Gainesville. Citizen centered.
People empowered.**

**City of
Gainesville**

City Manager's Office
PO Box 490, Station 6
Gainesville, Florida 32627
352 334 5010

3
Body margins are
3/4 inch on both sides

Body text is National
Book, 12 pt. font.

2 City information
(all National):
a. City (13 pt. bold)
b. Dept. (9 pt. bold)
c. Address (9 pt. book)
d. City, State (9 pt.
book)
e. Telephone (9 pt.
book)

Date

Addressee's Name
Company Name
Address
City, State ZIP

Dear Addressee,

This letter illustrates the recommended format for all correspondence, and is an important part of letterhead design.

The body of letter appears two spaces below the salutation. The lines of text are single spaced and double-spaced between paragraphs. There are no indentions in the body of the letter.

The margin specifications are 3/4 inch on each side, and must be carefully adhered to and followed. The text should be set in National Book, 12 pt. font.

A double space separates the body of the letter from the complimentary closing with four spaces to the name of the sender.

Sincerely,

Name of sender
Title

cc:

*How may I
empower you?*

CITYOFGAINESVILLE.ORG

4 Footer Information:
How may I empower you? - National
in PMS 3265 (13 pt. bold italics)
Website - National in PMS 296 (9 pt.
bold, small caps)

Business cards

Colors and paper: 130 lb. white satin cover, 3.5 by 2 inches

Jade Green (PMS 3265)

Navy (PMS 296)

Warm Red (PMS Warm Red)

Violet (PMS 2725)

Sky Blue (PMS 298)

Typeface: National and Publico

Front: The “How can I empower you?” call to action is aligned left and is placed 15 points in on the X axis and 14 points down on the Y axis. It is in 16 point Publico Bold font. That phrase has a spot gloss coating, and the color is one of the four colors listed above and should coordinate with the color utilized on the back of the business card. All other text on the front of the business card is in Navy (PMS 296). The employee name is placed 108 points in on the X axis and 14 points down on the Y axis in 16 point Publico Bold font. The job title should be below in National Bold at a 9 point in size. Two lines down, spanning over the next two lines, is the employee’s email address and telephone number. Both are in National Book at a 9 point font. “City of Gainesville” and the department or division name span over two lines, and are placed 108 points in and 112 points down. Both are in National Bold at 9 point in size.

Back: The back of the business card is a full bleed in Navy (PMS 296) with full gloss applied. The four statements and colors to be rotated on the back are shown below. Neither the PMS colors nor the statements should be modified in any way. The statements are located at 15 points in and 14 points down, and are in Publico Bold at a 16 point in size. The city’s web address should be placed at 15 points in and 122 points down. It should be in National Bold at 9 point in size. The entire web address should be in “small caps” format.

Any exceptions to these business card standards must be approved by the City Manager.

How can I empower you?

Sarah Connor
Systems Coordinator

SConnor@CityofGainesville.org
352 672 6448

City of Gainesville
Department of Doing

Cultivating **job diversity & economic vitality** in Gainesville. Citizen centered. People empowered.

GAINESVILLECITIZENS.ORG

How can I empower you?

Sarah Connor
Systems Coordinator

SConnor@CityofGainesville.org
352 672 6448

City of Gainesville
Department of Doing

Building **equity & vibrant neighborhoods** throughout Gainesville. Citizen centered. People empowered.

GAINESVILLECITIZENS.ORG

How can I empower you?

Sarah Connor
Systems Coordinator

SConnor@CityofGainesville.org
352 672 6448

City of Gainesville
Department of Doing

Creating **space for ingenuity & partnership** to thrive in Gainesville. Citizen centered. People empowered.

GAINESVILLECITIZENS.ORG

How can I empower you?

Peter F. Silberman
Systems Coordinator

PSilberman@CityofGainesville.org
352 672 6448

City of Gainesville
Department of Doing

Shaping **a bright future for all individuals** in Gainesville. Citizen centered. People empowered.

GAINESVILLECITIZENS.ORG

Exhibit 9: Business Card Examples

Note: The bottom card shows how longer names should be placed.

Print & Other Materials

Fliers, Newsletters, Advertisements, Posters, Banners, etc.

The City of Gainesville issues many publications. Brochures, bulletins, posters, newsletters, magazines, video and other forms of communication should create a favorable, long-lasting impression, generating interest and support for the city. Individually and collectively, these publications create an impression of the City of Gainesville. To provide a consistent visual image that reflects a Gainesville look and style, it is important that each piece appear as a member of the City of Gainesville family, sharing common graphic elements. These standards have been developed to provide visual consistency while also giving creative freedom for innovative publication design.

An approved version of the city wordmark must be clearly and prominently displayed on the front of city materials, and must be the most prominent logo featured. The wordmark may be printed over a photograph, texture or other image provided it remains a prominent visual element.

Print advertising and other collateral materials may vary greatly in design, but accurate application of the wordmark standards will ensure a consistent representation of the City of Gainesville image. The city wordmark must be used in all advertising and appear prominently in the layout. When used with other logos, the second logo should appear less prominently and be positioned subordinately (as shown in the example to the right) except in situations when the city is a joint, equal partner with another entity and not the primary funding source or program manager.

Occasionally, there will be opportunities to display the City of Gainesville wordmark that are not described. For additional guidance or assistance, please contact the Communications Office at gainesvillepio@cityofgainesville.org or 334-5017.

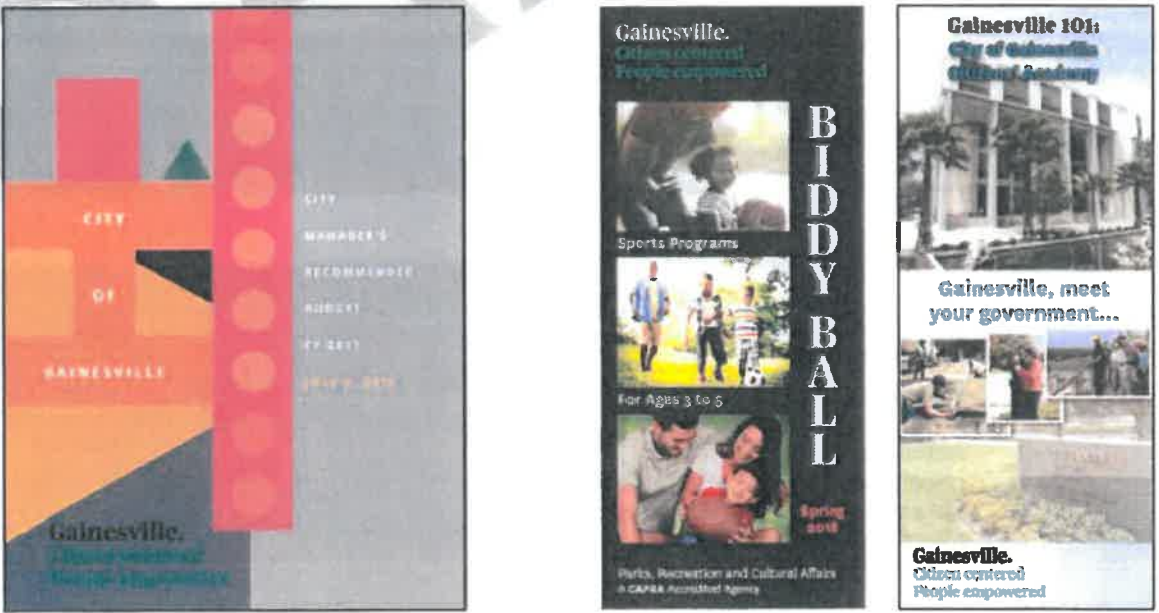


Exhibit 10: Publications and brochures

INTO THE LIGHT
 The rediscovered paintings and prints of Louise Leah

The Thomas Center Gallery
 January 26–August 18, 2018
 HistoricThomasCenter.org 352-334-ARTS

Gainesville, FL 32601
 People Empowered

Exhibit 11: Postcards



Exhibit 12: Video Programming

Gainesville. Citizen centered. People empowered.

12 Days of Wellness Calendar

Thurs, Nov 28	Fri, Dec 1	Sat, Dec 2	Sun, Dec 3	Mon, Dec 4	Tues, Dec 5	Wed, Dec 6
<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>
Thurs, Dec 7	Fri, Dec 8	Sat, Dec 9	Sun, Dec 10	Mon, Dec 11	Tues, Dec 12	Wed, Dec 13
<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>
Thurs, Dec 14	Fri, Dec 15	Sat, Dec 16	Sun, Dec 17	Mon, Dec 18	Tues, Dec 19	Wed, Dec 20
<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>	<p>32 Days of Wellness</p> <p>... [text] ...</p>

Exhibit 13: Fliers (internal use)

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 People empowered



Gainesville. Citizen centered. People empowered.

APPLICATION FOR NEW FACILITY REGISTRATION EXPANSION INVENTORY PROGRAM FOR LED TRUCK SERVICE

LEADS LIST

Business/Company Name
 Phone #

NAME
 Address
 Phone #

City of Gainesville

... [text] ...

Exhibit 14: Forms



Exhibit 15: Promotional Products



Uniforms

The intent of this procedure is to standardize uniforms across all city departments and introduce the new wordmark to city apparel. Uniforms play a vital role in standardization and the development of a consistent city visual aesthetic. It is very important that City of Gainesville uniformed employees are outfitted in such a way that the public can easily recognize them as city employees. The following outlines the standards for city uniforms (except for the Police and Fire Departments):

Standardization

The city has adopted standards for the purchase of uniforms. The city wordmark will be the same as the pre-approved versions mentioned on page 9 of this document. The city wordmark may be embroidered or screen printed on polo/golf type shirts, oxford/button-down shirts or T-shirts. These standards are to be followed by all uniform wearers reporting to the city manager (except for the Police and Fire Departments).

Acquisition of Uniforms

- The city wordmark shall be on the left breast of all shirts, jackets and smocks by embroidery, screen print or patch with the minimum dimensions of 3 1/2" x 1 1/3".
- The city wordmark also should be applied to caps or work helmets by embroidery, screen print or patch.
- Optional embroidery, screen print or patch for department or division name shall be set on the right sleeve above the cuff for short-sleeve shirts, and 4 1/2" below the shoulder on long-sleeve shirts and jackets.
- Optional embroidery, screen print or patch for an employee name and/or job title shall be on the right breast of the shirt.
- The city wordmark can be downloaded to a disk and provided for embroidery, screen print or patch purposes.

T-shirts

There is more flexibility provided to T-shirts due to their event orientation. Because each T-shirt request is unique any staff person wishing to purchase a T-shirt for an event must submit the proposed design to the Communications Office for review and approval.

Advice, Approvals & Licensing

This policy has been developed as a resource for anyone responsible for the creation or implementation of communication materials. Should you need additional information, interpretation or other assistance, please contact:

Communications Office
352-334-5017 or gainesvillepio@cityofgainesville.org

Questions regarding use of the city seal should continue to be directed to the Clerk of the Commission.

FAQs

Q. When should the City of Gainesville wordmark or its variations be used?

A. To help build a strong and consistent identity, the City of Gainesville wordmark or its variations should be included when designing print and electronic communications, such as brochures, newsletters, reports and websites.

Q. Where should the wordmark be placed within communications?

A. Wordmark placement will vary depending on the piece. Recommended practice is to place the wordmark on the front cover and/or back cover of a report or plan or, in the case of a brochure or flier, on top or lower left hand side of the publication. For additional guidance or assistance, please contact the Communications Office at 334-5017 or e-mail gainesvillepio@cityofgainesville.org.

Q. Why are there different variations of the City of Gainesville wordmark?

A. The variations provide the flexibility designers traditionally prefer, while ensuring consistency and unity of identity.

Q. Which wordmark variations should be used for what?

A. Different variations have different applications, and wordmark color choice depends on the application. The standard Jade Green and Navy version is the preferred version. If the wordmark needs to be placed on a black or dark background, the reverse wordmark works best. If the number of colors must be limited, the monochrome variation could be used.

Q. Do we have to change everything immediately? That would be expensive to do.

A. In order to implement this change in a cost-effective fashion, the wordmark should be implemented as current supplies are depleted (e.g. stationery), need to be replaced (e.g. tents, uniforms) or when a reasonable budget becomes available.

Q. We're ready to purchase new items. Who do I purchase them from?

A. If you have existing vendors that you have used and formed working relationships with, feel free to continue using them. If you do not have a preferred vendor, or if you want to purchase small quantities of items, visit our ProForma Site. They are already set up with the new files, and are ready to ship items to you!

Website: www.proformaprostores.com

User name: ProformaCOG

Password: NorthPoint

Approved Uniform Color Palettes:

Approved colors for shirts are:

- White
- Black
- Light Stone, Natural
- Sports Grey
- Charcoal
- Khaki, Light Sand
- Navy Blue
- Royal Blue
- Denim
- Light Blue
- Burgundy
- Hunter Green

Approved colors for jackets, smocks and pants are:

- Navy
- Khaki/Chino
- Black
- Denim



White



Black



Light Stone/Natural



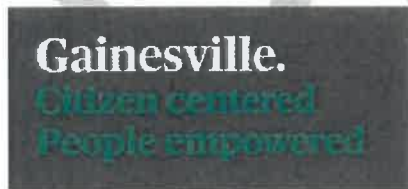
Sports Grey



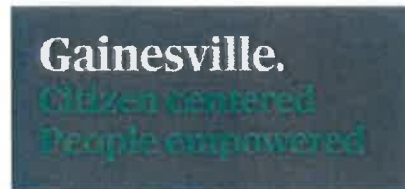
Charcoal



Khaki/Light Sand



Navy



Royal Blue



Light Blue



Burgundy



Hunter Green



Denim

Exhibit 16: Uniform Color Palettes

Please note, print colors vary from embroidered colors, and the contrast shown above will be different when embroidered on a shirt, hat, etc.

Sample Uniform/Shirts



Exhibit 17: The example above shows the acceptable inclusion of a department or division name on uniforms.



Exhibit 18: The example above shows the acceptable inclusion of a pre-approved secondary logo on uniforms.

Images above from Logokick.com.

Vehicles

All City of Gainesville vehicles that presently display the city logo or city seal and new vehicles will eventually be rebranded to display the new wordmark. Vehicles include, but are not limited to, cars, trucks, vans, buses, SUVs, police sedans, fire trucks, heavy equipment and other vehicles. These standards first apply to new vehicles, where the process will be targeted so as to not incur additional expenses. As older vehicles need replacement of their existing logos, the new wordmark will be added.

Should you have any questions about adding the new wordmark to vehicles, please contact the Fleet Management Department. The exact location and configuration of the city wordmark will be determined by the Fleet Management Department based on vehicle type and style.

Central vehicle guidelines:

- City wordmark should be displayed centered on both front door panels of a car, van or truck using a minimum 14-inch sizing and on the rear of the vehicle, placed on the left hand side, using a minimum 8-inch sizing.
- The placement and spacing of the logo will follow standards established earlier.
- When the department or division name is included with the city wordmark, it must be in the National Book font. Vehicle numbers are also to be in the National Book font.



Exhibit 19: Wordmark placement on various types of fleet vehicles.

Email Signature Block

The city is instituting a standardized email signature block for increased consistency of information and for visual consistency. Email signature blocks should look as follows.

Gainesville.
Citizen centered
People empowered

Peter Silberman | Systems Coordinator
XYZ and ABC Department
desk 352-555-1212 | cell 352-555-1211 | fax 352-555-1210 |
email silbermpe@cityofgainesville.org

Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Exhibit 20: Wordmark placement and standardized email signature block.

Staff Nametags

For those departments and divisions that wear nametags (3" x 1.5"), an approved version is shown below. This spacing allows for longer names. If needed, the font may be decreased 1-2 points in order to make a name fit.

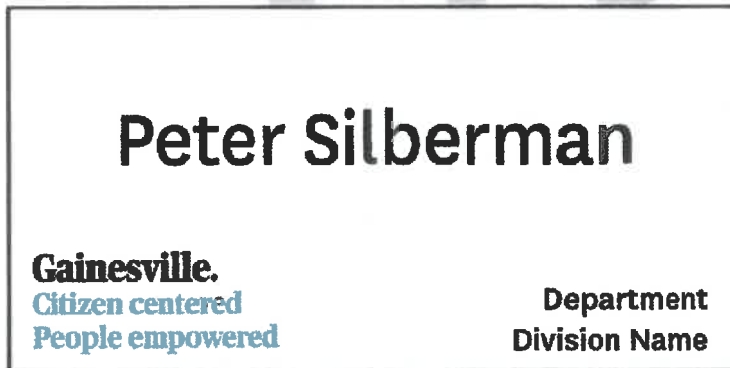


Exhibit 21: Usage of wordmark on staff nametags

#180058A

