



**Issue Date: August 23, 2017**

**NO PRE-BID MEETING WILL BE HELD.**

**Question Submittal Deadline is: September 5, 2017, 3:00pm**

**Bid Due Date: September 21, 2017@ 3:00 p.m.**

## **INVITATION TO BID (Best Evaluated Bid)**

### **Employee Physicals and Physician Services**

### **BID NO. RMDX-180029-GD**

Procurement Representative:  
Gayle Dykeman  
Procurement Division  
Phone: (352) 334-5021  
Fax: (352) 334-3163  
Email: [dykemangb@cityofgainesville.org](mailto:dykemangb@cityofgainesville.org)

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

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

**DATE: August 23, 2017**

**BID #: RMDX-180029-GD**

**BID NAME: Employee Physicals  
And Physician Services**

**BID DUE DATE: September 21, 2017  
@ 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 **four (4) copies** or bid will be subject to rejection. In addition, proposer should provide one (1) electronic copy of their bid in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc. Delivery shall be F.O.B. Gainesville, Florida. The point of delivery will be specified on the purchase order or other notification of acceptance. Please note that if bonds are required, they must be in the approved form attached to the specifications or the bid will be subject to rejection.

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

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

Gayle Dykeman  
General Government Procurement  
(352)334-5021

**PROPOSAL**

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

PROJECT: **Employee Physicals and Physician Services**

BID #: **RMDX-180029-GD**

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

Name: Gayle Dykeman Telephone: 352-334-5021  
Fax: 352-334-3163  
Email: dykemangb@cityofgainesville.org

Bidder Legal Name: Southeastern Integrated Medical, P.L.  
Bidder Alias/DBA: FIRST CARE of Gainesville  
Bidder's Address: 4343 Newberry Road, Suite 10  
Gainesville, FL 32607

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

Name: MARY Kortessis Telephone Number 352 373 2340  
Date: September 21, 2017 Fax Number 352-373-3140  
Email address MARY.Kortessis@Simedhealth.com

**BIDDER'S DECLARATION AND UNDERSTANDING**

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

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

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

## **BID SPECIFICATIONS**

### **1. DEFINITION OF TERMS**

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

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

2. BIDS

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

3. SIGNING AND SUBMISSION OF BID

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

4. JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT

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

5. EVALUATION AND AWARD

This is a **Best Evaluated Bid**. The City shall consider the following criteria in making the award:

- (a) Past performance of Bidder in providing quality healthcare as evidenced by City's previous experience and/or references.
- (b) The ability of the bidder to provide expeditious service to the employees of the City, both on an appointment and walk in basis.
- (c) Price for providing requested services.
- (d) Location and physical condition of bidder's facility and accessibility to City employees

- (e) Years in Business
- (f) Degree of compliance with any other requirement of these Specifications
- (g) Unacceptable deviations or exceptions taken to these Specifications

The City will place a great deal of emphasis on the quality of health care to be provided for in (a) and the ability of the bidder to provide expeditious service as provided in (b), Bidders should thoroughly address these two issues.

Bidder must be a Blue Cross Blue Shield Preferred Provider in order to be considered.

6. LOCAL PREFERENCE

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

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

7. EXAMINATION OF THE SITE – TECHNICAL QUESTIONS

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

8. EFFECT OF BID

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

9. TIE BIDS

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

10. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

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



submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity's website.

11. CONTACT

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

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

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

12. DAVIS-BACON

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

**CONTRACT SPECIFICATIONS**

13. CITY'S CONTRACTOR

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

14. RESPONSIBILITY OF CONTRACTOR/INDEMNIFICATION

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

15. LIABILITY INSURANCE

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

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

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

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

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

- Medical Malpractice Insurance in the amount of \$1,000,000 per occurrence
- Automobile Liability Insurance  
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).
- "XCU" (Explosion, Collapse, Underground Damage)
- Contractor's Pollution Liability

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

16. TERM OF CONTRACT

The contract period for work under this agreement shall commence upon execution of the contract and shall end on September 30, 2022.

However, upon satisfactory and faithful performance of this contract by the Contractor, the City reserves the right, through negotiation with the Contractor, to extend the term of this contract for one 24-month period.

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.

17. DELAY

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

18. TERMINATION

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

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

19. TERMINATION FOR CONVENIENCE

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

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

20. CLEANUP AND FINAL PAYMENT

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

21. ASSIGNMENT OF CONTRACT

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

22. SOVEREIGN IMMUNITY

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

23. PAYMENT

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

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

24. PROMPT PAYMENT ASSURANCE

LATE PAYMENTS BY CONTRACTORS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS PENALTY

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

25. CLAIM FOR EXTRA PAYMENT OR CHANGE ORDER

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

26. 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.

27. 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.

28. 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.

29. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to the performance of the work.

30. COLLUSION

The bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion or fraud.

No City Commissioner, other City officer, or City employee shall directly or indirectly own more than five (5) percent of the total assets or capital stock of the bidding entity, nor shall such person directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. For purposes of this section, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.

31. CITY'S 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.

32. FLORIDA PUBLIC RECORDS ACT

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

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

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

**LIVING WAGE POLICY**

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

This contract is **not** a covered service.

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

If applicable, the adjusted Living Wage for this contract will be \$11.8269 per hour (Living Wage with Health Benefits) or \$13.08 per hour if Health Benefits are not offered.

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

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

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

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

**PUBLIC ENTITY CRIME INFORMATION STATEMENT**

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

**ADDENDA**

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

**TAXES**

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

**BID PRICES**

The undersigned hereby proposes and agrees, if this bid is accepted, to perform all services, which includes the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract as specified herein for the amounts indicated:

TYPES OF PHYSICAL EXAMS – Temporary Employee Medical Evaluations, Full-Nursing Set-ups, Public Safety Physicals, FTA/DOT Physicals, Periodic Age-related Physicals and Fitness for duty Certifications (costs must include interpretation of all laboratory tests and studies ordered).

A. TEMPORARY EMPLOYEE MEDICAL EVALUATIONS MUST INCLUDE THE FOLLOWING:

1. Medical History review
2. Blood Pressure (BP) with interpretation
3. PPD placement only if warranted based on PPD Questionnaire and interpretation (EXCLUDE IF A CXR IS BEING DONE)

TOTAL TEMPORARY EMPLOYEE MEDICAL EVALUATION COST  
\$ 45.00

B. FULL NURSING SET-UPS MUST INCLUDE THE FOLLOWING:

1. Medical History review
2. Vitals (Height, Weight, Blood Pressure & Pulse) with interpretation
3. UA with interpretation
4. Audiogram (only if requested by Employee Health Services) with interpretation
5. PFT (only if requested by Employee Health Services) with interpretation
6. Vision Screening (only if requested by Employee Health Services) with interpretation
7. PPD placement and interpretation (only if warranted based on PPD questionnaire; EXCLUDE IF A CXR IS BEING DONE)

TOTAL FULL NURSING SET-UP COST \$ 95<sup>00</sup>

C. PUBLIC SAFETY PHYSICALS MUST INCLUDE THE FOLLOWING:

1. Physical examination: shall include but not necessarily be limited to the following:  
General survey, vital signs, skin (incl. cancer screening & counseling), head, eyes, ears, nose and sinuses, mouth and pharynx, (further cranial nerve assessment as indicated) neck, back, posterior thorax and lungs, breasts and axillae, anterior thorax and lungs, heart, abdomen, inguinal area, genitalia, and rectal exam (males only- optional), pelvic exam (females only, exam and , pap smear is optional), legs, musculoskeletal system, peripheral vascular system, neurological screening and mental status.
2. Full Nursing Set-up with audiogram, PFT, and vision with interpretation
3. CXR will be done initially for baseline and TB screenings (to include PPD placement if warranted based on PPD questionnaire) with interpretations
4. Laboratory tests including CMP, Lipids, CBC, HIV 1 & 2 Antibody screen, Hepatitis A, B, & C screens, Hemoglobin A1c, and PSA for males 40 years of age or older (EXCLUDE ALL IF HAZMAT, HAZMAT WILL BRING A COPY OF RECENT LABS TO APPOINTMENT) with interpretations
5. Interpretation of Hazmat Labs (Cholinesterase, Heavy Metals, Chromium & Cadmium) when applicable
6. Stress EKG for baseline. Further physicals will include a Stress EKG or Stress Echo if warranted based on Medical History and symptoms present (Contractor is responsible for scheduling referrals if service is not available in-house) with interpretation

TOTAL PUBLIC SAFETY PHYSICAL COST \$ 340<sup>00</sup>

TOTAL PUBLIC SAFETY PHYSICAL COST with EKG \$ 359<sup>00</sup>

TOTAL PUBLIC SAFETY PHYSICAL COST with Stress EKG \$ 590<sup>00</sup>

TOTAL PUBLIC SAFETY PHYSICAL COST with Stress ECHO \$ 669<sup>00</sup>

D. FTA/DOT PHYSICALS MUST INCLUDE THE FOLLOWING:

1. Physical examination: shall include but not necessarily be limited to the following:  
General survey, vital signs, skin (incl. cancer screening & counseling), head, eyes, ears, nose and sinuses, mouth and pharynx, (further cranial nerve assessment as indicated) neck, back, posterior thorax and lungs, breasts and axillae, anterior thorax and lungs, heart, abdomen, inguinal area, genitalia, and rectal exam (males - only- optional), pelvic exam (females only, exam and , pap smear is optional)), legs, musculoskeletal system, peripheral vascular system, neurological screening and mental status.
2. Full Nursing Set-up with audiogram, PFT and vision screening with interpretations

3. CXR with interpretation
4. Laboratory tests including CMP, Lipids, CBC, HIV 1 & 2 Antibody screen, Hepatitis A, B, & C screens, Hemoglobin A1c, and PSA (for males 40 years of age or older) with interpretations

ALL DOT CARDS will be given to the Employee and a COPY forwarded to EHS

TOTAL FTA/DOT PHYSICAL COST with FULL NURSING SET-UP \$ 340<sup>00</sup>

TOTAL FTA/DOT PHYSICAL COST without FULL NURSING SET-UP  
\$ 245<sup>00</sup>

E. PERIODIC AGE-RELATED PHYSICALS MUST INCLUDE THE FOLLOWING:

1. Physical examination: shall include but not necessarily be limited to the following:  
General survey, vital signs, skin (incl. cancer screening & counseling), head, eyes, ears, nose and sinuses, mouth and pharynx, (further cranial nerve assessment as indicated) neck, back, posterior thorax and lungs, clinical breast and axillae exam, anterior thorax and lungs, heart, abdomen, inguinal area, genitalia and rectal exam (males - only- optional), pelvic exam (females only, exam and, pap smear is optional), legs, musculoskeletal system, peripheral vascular system, neurological screening and mental status.
2. Full Nursing Set-up with audiogram, PFT and vision screening with interpretations
3. CXR with interpretations
4. Laboratory tests including CMP, Lipids, CBC, HIV 1 & 2 Antibody screen, Hepatitis A, B, & C screens, Hemoglobin A1c, BRCA test (females - based on family history and must include chemoprevention counseling for those with high risk), TSH and PSA (males 40 years of age or older) with interpretations
5. Recommendations to be made, when indicated: Varicella/Shingles vaccination for persons over 60, Td/Tdap vaccination if needed, Counsel women of reproductive age to consume 400-800µg of Folic acid daily from food sources or supplements, & hepatitis vaccinations if immunity not indicated
6. \*EKG, Stress EKG or Stress Echo if warranted based on Medical History and symptoms present (Contractor is responsible for scheduling referrals if service is not available in-house) with interpretation
7. \*Mammogram for women over age 40 years (Contractor is responsible for scheduling referrals if service is not available in-house) with interpretation

\*Charged Separately from the Total Physical Cost

TOTAL PERIODIC AGE-RELATED PHYSICAL COST with FULL NURSING SET-UP  
\$ 340<sup>00</sup>

TOTAL PERIODIC AGE-RELATED PHYSICAL COST without FULL NURSING SET-UP  
\$ 245<sup>00</sup>

EKG AND INTERPRETATION COST \$ 55<sup>00</sup>

STRESS EKG AND INTERPRETATION COST \$ 250<sup>00</sup>

STRESS ECHO AND INTERPRETATION COST \$ 329<sup>00</sup>

MAMMOGRAM AND INTERPRETATION COST \$ 135<sup>00</sup>



F. FITNESS FOR DUTY CERTIFICATION MUST INCLUDE THE FOLLOWING:

Shall consist of examinations as indicated for determination of disability or ability to return to work.  
Involves examination of records, interview, limited physical exam and written opinion.

TOTAL COST \$ 135<sup>00</sup>

G. CONSULTATION FEE – Hourly Charge \$ 240<sup>00</sup>/hour BUT NOT TO EXCEED  
\$ 12,000 total annually

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H. Individual Exams or Tests (as requested)

	EXAMINATION/TEST	COST
1	Medical History Review	\$ 15 <sup>00</sup>
2	Full Nursing Set-up	\$ 95 <sup>00</sup>
3	Physical Examination	\$ 55 <sup>00</sup>
4	Blood Pressure	\$ 15 <sup>00</sup>
5	Place PPD Skin Test	\$ 20 <sup>00</sup>
6	Read PPD Skin Test	\$ 10 <sup>00</sup>
7	Chest X-Ray with Interpretation (One View)	\$ 45 <sup>00</sup>
8	Chest X-Ray with Interpretation (P.A. and LAT)	\$ 55 <sup>00</sup>
9	Vitals (Height, Weight, Blood Pressure & Pulse) with Interpretation	\$ 25 <sup>00</sup>
10	Interpretation Only	\$ *
11	CMP and Lipids with Interpretation	\$ 34 <sup>00</sup>
12	Interpretation Only	\$ *
13	CBC with Interpretation	\$ 11 <sup>00</sup>
14	Interpretation Only	\$ *
15	Hepatitis A Antibodies with Interpretation	\$ 35 <sup>00</sup>
16	Interpretation Only	\$ *
17	Hepatitis B Antibodies with Interpretation	\$ 35 <sup>00</sup>
18	Interpretation Only	\$ *
19	Hepatitis C Antibodies with Interpretation	\$ 35 <sup>00</sup>
20	Interpretation Only	\$ *
21	HIV Screen with interpretation	\$ 20 <sup>00</sup>
22	Interpretation Only	\$ *
23	Hemoglobin A1c with Interpretation	\$ 20 <sup>00</sup>
24	Interpretation Only	\$ *
25	TSH with Interpretation	\$ 20 <sup>00</sup>
26	Interpretation Only	\$ *
27	BRCA Test with Interpretation	\$ 2,500 <sup>00</sup>
28	Interpretation Only	\$ *
29	PSA with Interpretation	\$ 25 <sup>00</sup>
30	Interpretation Only	\$ *
31	Hazmat Lab Interpretation (Cholinesterase, Heavy Metals, Chromium & Cadmium)	\$ 35 <sup>00</sup>
32	Audiogram with Interpretation	\$ 30 <sup>00</sup>
33	Interpretation Only	\$ *
34	Urinalysis with Interpretation	\$ 13 <sup>00</sup>
35	Interpretation Only	\$ *

\* Interpretation of lab results or test results from outside source: \$ 35<sup>00</sup> (flat fee 17 regardless of number of test/labs)

36	Vision Screen	\$ 15 <sup>00</sup>
37	PFT with Interpretation	\$ 40 <sup>00</sup>
38	Interpretation Only	\$ *
39	Rectal Examination	\$ 15 <sup>00</sup>
40	Pelvic Exam with Interpretation	\$ 80 <sup>00</sup>
41	Pap Smear with Interpretation	\$ 75 <sup>00</sup>
42	EKG with Interpretation (if not available in-house, state referral service and full cost). Contractor is responsible for scheduling referrals.	\$ 55 <sup>00</sup>
43	Interpretation Only	\$ 35 <sup>00</sup>
44	Stress EKG with Interpretation (if not available in-house, state referral service and full cost). Contractor is responsible for scheduling referrals.	\$ 250 <sup>00</sup>
45	Interpretation Only	\$ N/A
46	Stress Echo with Interpretation (if not available in-house, state referral service and full cost). Contractor is responsible for scheduling referrals.	\$ 329 <sup>00</sup>
47	Interpretation Only	\$ N/A
48	Mammogram with Interpretation	\$ 135 <sup>00</sup>
49	Interpretation Only	\$ N/A
50	Tetanus Injection	\$ 36 <sup>00</sup>
51	Hepatitis A Vaccine Series	\$ 89 <sup>00</sup> (each injection)
52	Hepatitis B Vaccine Series	\$ 79 <sup>00</sup> (each injection)
53	Twinrix Vaccine (Hepatitis A&B Combined)	\$ 135 <sup>00</sup> (each injection)

Stress EKG and Stress Echo are done at Cardiac and Vascular Institute. Interpretation is done by their cardiologists

I. ADDITIONAL SERVICES (as requested)

- DOT assessment to determine if there is a Physical justification for failure to provide specimen \$ 65<sup>00</sup> per assessment
- Meetings with Health Service's Staff at Health Services Clinic (per hour) \$ No charge for 1st /hour then 240/hr per consult bid
- Meetings with Health Service's Staff at Bidder's Facility (per hour) \$ No charge for 1st /hour then 240/hr. per consult bid
- Supervising Physician Services for City Of Gainesville Nurse Practitioner (Physician Consultation and Supervision to meet State of Florida Standards) \$ Not able to provide (Per Calendar Year)
- Supervising Physician Services for City Of Gainesville Athletic Trainer (Physician Consultation and Supervision to meet State of Florida Standards) \$ Not able to provide (Per Calendar Year)

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

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

**LOCAL PREFERENCE**

Check one

Local preference requested:  YES  NO

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

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

Check one

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

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

**LIVING WAGE COMPLIANCE**

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

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

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

SIGNATURE ACKNOWLEDGES THAT: (Check)

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

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

CORPORATE SEAL (If corp.)

ATTEST/WITNESS:

BIDDER: *Southeastern Integrated Medical, PC  
d/b/a First Care of Gainesville*

*Scott A. Wilson, MD*  
Signature

  
Signature

By *SCOTT A. Wilson, MD*

By *Daniel M. Duncanson, MD, CPE*

Title: *Medical Director at First Care*

Title: *CEO*

## TECHNICAL SPECIFICATIONS

### 1. SCOPE

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

It is the intent of the City of Gainesville to obtain proposals for professional medical services for performance of physical examinations. The exams are administered medically to determine the ability of the applicant or employee to perform as stated in the job description, to document past medical history and present medical condition, and to correct risk factors which would predispose the employee to disease and disability. The majority of the exams are to be performed on employees as they reach certain designated ages. A small number of exams are to be done as part of the pre-employment process or during the course of employment to determine ability to perform. The City makes no guarantees of any minimum number of examinations.

During a calendar year the City of Gainesville will request approximately:

- Temporary Employees (Pre-employment): 15
- Full Nursing Set-up (Pre-employment): 20
- Public Safety Physicals (Pre-employment): 30 - 40
- FTA/DOT (Pre-employment and Biennial): 175 - 200 for FTA
- Periodic Age-related Physicals (5 Year Physicals): 80 - 100

### 2. DETAILED DESCRIPTION OF THE WORK

Services are to include the following:

- a. Physical Examinations: The following types of physical examinations will be provided by the Contractor:
  - 1) Pre-employment Exams:

Appointments for pre-employment exams are to be made available within two days. The exams shall be conducted in one session unless the applicant is referred out for a stress test. The selected bidder is responsible for arranging the stress test when required and as specified in the attached description. Within 48 hours after the exam, the City nurse or designee is to be advised of the results and the suitability for employment. Written documentation on the City medical exam form shall be received by City Employee Health Services within three working days from the date the pre-employment exam is completed (Mondays - Thursdays, 7:00 - 6:00pm) and (Friday 7:00am to 2:00pm).
  - 2) Periodic Age-Related Exams: A minimum of 10 two-stage appointments for periodic exams shall be available each month. On the first stage appointment, all screening tests and the physical exam are performed. A Stress test will be scheduled at that time by the Contractor if the reviewing physician determines that one is warranted based on medical history and symptoms present. The second stage appointment consists of review of the test results, and employee counseling. Completed exam forms are to be forwarded to

the City Employee Health Service within seven working days from the date the age-related exam is completed. The physician conducting each physical exam shall upon the information supplied by the City and the results of the medical examination conducted by the physician and assistants render an opinion in conformance with established medical practice as to the individual's physical ability to execute his/her assigned or proposed work responsibilities.

- b. Disability Evaluations: Approximately four disability evaluations a year are required. These are performed in a single appointment. A written summary and opinion in conformance with established medical practice as to the individuals physical ability to execute his/her assigned or proposed work responsibilities is to be forwarded to City Employee Health Services within one week. All records of completed exams shall be forwarded within two weeks after the exams.
- c. Supervising Physician Services for the City of Gainesville's Nurse Practitioner(s) and Athletic Trainer(s) upon City Option. These services will be provided to meet the State of Florida's requirements for both professions to include but not be limited to insurance and protocol requirements. Inability to provide such services will not preclude awarding of a successful bid and subsequent contract.
- d. Periodic meetings (usually a few times per year) requested by either the City or the Contractor with occupational health staff to discuss the physical examination program and offer consultation and advice on other aspects of the Occupational Health Program.
- e. Telephone consultation on employee health issues, as requested by the City.
- f. Medical oversight of industrial hygiene testing and consultation and written opinions regarding specific test findings and employee health implications.

## B.ADDITIONAL RESPONSIBILITIES OF CONTRACTOR

Contractor must be licensed to practice medicine in the State of Florida. Contractor and all Providers within the office must be DOT Certified Medical Examiners and listed on the National Registry of Certified Medical Examiners. Contractor must be thoroughly familiar with all state and federal regulations, Department of Transportation physical requirements for employees covered by the Federal Motor Carrier Safety Administration and the Federal Transit Administration. Contractor's office must be located within Alachua County. The proposer's office must be able to accept City of Gainesville patients from 8:00AM to 5:00PM, Monday through Friday. City Employee Health Services may be contacted by Contractor Monday through Thursday from 7:00am to 6:00pm and Friday 7:00am to 2:00pm.

Contractor's employees must have the proper professional credentials to render the desired services.

Services will be performed during City working hours, from 8:00 a.m. to 5:00 p.m. weekdays. Since employees will be receiving pay for the time they are at the Contractor's; Contractor shall see 90% of City employees within 30 minutes of the scheduled appointment time, barring unforeseen medical emergencies.

Charges shall only be made for completed exams. If a component of an examination is not completed properly by Contractor, is omitted, or must be repeated for any reason, such repeated component shall not be charged to the City.

### C. RESPONSIBILITIES OF THE CITY

The City's Employee Health Service shall set all appointments in conjunction with the medical staff and notify all employees of the appointments verbally and in writing. The City will not be responsible for candidates/employees who fail to appear for pre-employment, age-related, or disability examinations.

The City Employee Health Services shall give the Contractor at least two weeks prior notice regarding the next month's appointments for periodic age-related exams.

The City Employee Health Service will forward exam forms and test results to the Contractor with the examinee at the time of the appointment.

On all Pre-employment exams, the City Employee Health Service will conduct and perform a Full Nursing Set-up, or Temporary Employee medical evaluation if applicable, on each examinee. Any required immunizations will be given by the occupational health nurse post-employment. If for any reason Health Services is not able to perform any of these tasks, it will be the responsibility of the successful bidder. Space has been provided for the bidder to furnish a price for these services.

On periodic age-related exams, the City Employee Health Service will conduct the health history interview, perform spirometry and audiometry, and administer immunizations or PPD as needed. If for any reason Health Services is not able to perform any of these tasks, it will be the responsibility of the successful bidder. Space has been provided for the bidder to furnish a price for each of these services.

For consulting services, the City Employee Health Service will make every reasonable effort to provide the Contractor with two weeks' notice prior to the requested consultations.

### **ADDITIONAL BID REQUIREMENTS**

A copy of current license, certification and other pertinent information concerning physician(s) who will be performing tests and physical examinations will be required prior to the City issuing a contract: (sub-contracting of exam components will not be permitted without prior written approval of the City.) The successful bidder must be thoroughly familiar with The US and State of Florida Department of Transportation Rules and Regulations pertaining to the physical condition of safety sensitive employees in covered positions. The successful bidder must maintain a current knowledge of any changes in the thresholds provided for in the appropriate Department of Transportation Rules and Regulations and communicate these changes to the City's Health Service Department.



How does your practice ensure that quality healthcare is provided (Quality Control Procedures, process flow audits, etc.)? Please attach as many pages as necessary to answer this.

Please <sup>see</sup> attached page #1

List the specialists in cardiology, radiology, internal medicine, occupational health and so forth who will be available to consult with you on special cases with no additional charge to the City of Gainesville:

Please see attached page #2

List three contracts for work similar to that being bid which you have entered into within the last five years (These contracts should be able to comment on quality of healthcare provided). Provide Entity Name, Address, Type of Work, Person to Contact and Telephone Number.

1. Please see attached page #2
- 2.
- 3.

List location where services are to be provided:

4343 Newberry Road, Suite 10  
Gainesville FL 32607

What are normal wait times for persons with appointments?

0-15 min with special fast track priority status for the City of Gainesville employees

What are normal wait times for walk-in employees?

0-30 min with special fast track priority status for the City of Gainesville employees

How many years has your company been in business? 19 years (started in 1998)

## **City of Gainesville Physical Bid**

### **Quality Medical Healthcare Statement**

Since 1998, the medical providers of First Care of Gainesville at Southeastern Integrated Medical, PL (“SIMED”) have been providing quality healthcare to all patients who come through our doors. Our physicians, Calvin Martin, MD and Scott Wilson, MD, are both board certified by the American Board of Family Medicine. Dr. Wilson is an active member in the American College of Occupational and Environmental Medicine and Dr. Martin is on the board of the Physician Care Network. Both physicians as well as their physician assistants (Rachel Francis and Roshni Patel) are certified medical examiners for Department of Transportation medical physicals through the National Registry of Certified Medical Examiners.

As family medicine physicians, our medical providers are able to treat the “whole patient”. Continuity of care and preventive medicine are hallmarks to the quality medical care of every patient. As part of SIMED’s Accountable Care Organization (ACO), our First Care of Gainesville medical providers are experienced in providing high quality medical care with importance paid to limiting medical costs. Through the use of electronic medical records, electronic prescriptions, meaningful use measures and quality care benchmarks, we are able to use these tools to assure we provide medical care with attention to the patient experience for all those who come through our clinic. Patient education is an important aspect during both our physical exams to help motivate the patient toward a healthier and safer lifestyle, and during the treatment process for an injured worker. Our goal in treatment of injured workers is not only to return them back to their full work duties but also to show them ways to prevent future injuries. With the use of electronic medical records, we are able to place electronic referrals with insurance companies at a faster rate, provide faster results of employment physicals to both the employee /employer and improve communications with employers and insurance companies for work related injuries. Our electronic patient management program is able to immediately alert our staff and in turn, the employer when an employee does not show for a scheduled appointment. Since First Care is part of a large multi-specialty clinic, we have access to stat laboratory tests; diagnostic imaging such as Digital X-rays, CT, MRI and Ultrasounds; Physical, Occupational and Massage Therapy; specialists care and on-site pharmacy. All of these allow us to provide our patient’s with convenient high quality medical evaluations, care and treatment without high “emergency-room” costs.

At First Care, all the staff undergo annual training and evaluation in blood borne pathogen control, proper biohazard waste management, OSHA regulations, HIPAA compliance and risk management protocols. There is continuous on-going training in customer service, office procedures and emergency medical alert protocols. The medical staff are all certified in Basic Life Support and have access to AED medical equipment to ensure all patients who have a medical emergency are assured of the best outcomes possible.

At First Care, we take most all medical insurance plans (including Florida Blue; Gatorcare, Avmed, United Health Care, Cigna and Medicare) and are also urgent care providers for Prestige Medicaid patients. We are additionally medical providers for all the workers compensation insurances in the state of Florida. First Care is contracted to provide medical physicals for several companies such as School Board of Alachua County, SiVance Chemical Corporation, Davis Express Trucking Company, Florida Department of Corrections, Logistic Healthcare Incorporated for military personnel, and several other companies.

## City of Gainesville Physical Bid

### List of Specialists

- (1) Cardiology: The Cardiac and Vascular Institute
- (2) Radiology: Heather Carpenter, MD at Southeastern Diagnostic and Imaging
- (3) Internal Medicine: Southeastern Primary Care
- (4) Other Specialists: SIMED Specialists include Neurology, Rheumatology, Neurosurgery, Orthopedic Spine Surgery, Allergy and Asthma, Urology, Gynecology, Physiatry, Podiatry, Pulmonology, Sleep Medicine and Interventional Pain Management

### Three Contracts:

**(1) School Board of Alachua County** –contract services for Bus Driver Physicals, Fit for Duty Physicals, Hepatitis Immunization Program, and provide evaluation and treatment for all their worker’s compensation injuries

Contact: David Deas, SBAC Transportation Operations Director  
1800 SE Hawthorne Road  
Gainesville, Florida 32641  
352-955-7434

**(2) SiVance Corporation**- contract medical director services, perform physical exams, Fit for Duty exams and provide evaluation and treatment for all their worker’s compensation injuries

Contact: Kathy Hess SiVance Safety and Human Resources Director  
PO Box 1466  
Gainesville, Florida 32627  
352-8246

**(3) Davis Express Trucking**-provide medical director services, perform all the DOT physicals, Fit for Duty exams and provide evaluation and treatment for all their worker’s compensation injuries

Contact: Pam Martin Human Resources  
PO Box 1276  
Starke, Florida 32091

# EXHIBITS

## LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PROGRAM

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

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

### Contract Award Conditions:

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

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

### Good Faith Efforts:

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

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

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

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

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

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

*participation (maximization) may not be apparent until after bids/proposals are opened and participation of various bidders compared. Therefore, it is recommended that in all cases, all pre-submittal Good Faith Efforts be documented, and retained in the event that such are required to be submitted for review/verification.*

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

**Local Small Businesses Terminations/Substitutions:**

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

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

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

**Equal Opportunity Assurance:**

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

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

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

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

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



EXHIBIT B

**QUALIFIED LOCAL SMALL BUSINESS UNAVAILABILITY FORM**

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

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

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

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

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

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

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

## CITY OF GANESVILLE

### ARTICLE X. LOCAL PREFERENCE POLICY\*

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

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

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

(Ord. No. 001261, § 1, 3-29-04)

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

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

(Ord. No. 001261, § 2, 3-29-04)

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

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

(Ord. No. 001261, § 3, 3-29-04)

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

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

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

(Ord. No. 001261, § 4, 3-29-04)

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

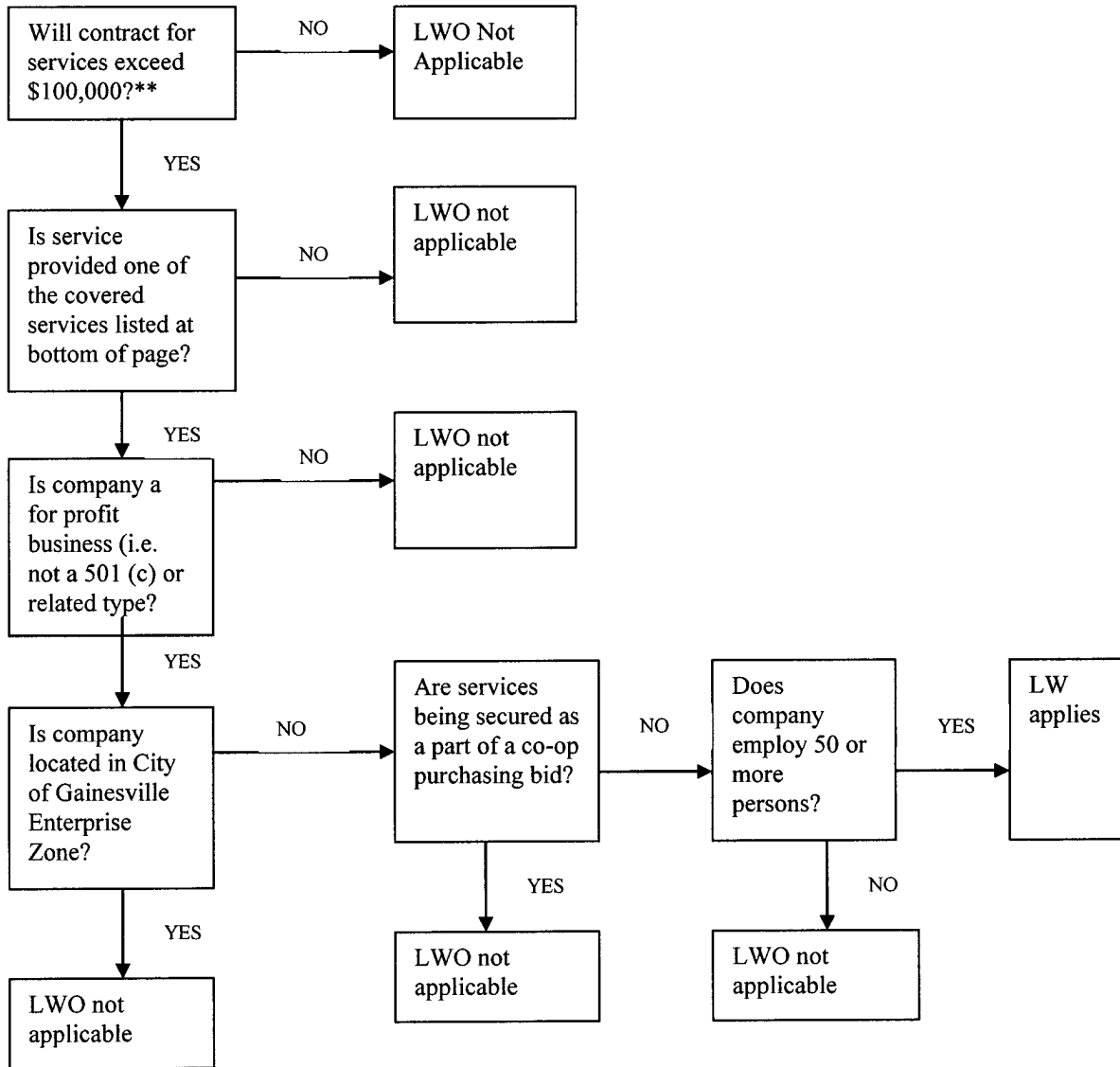
The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

**CITY OF GAINESVILLE**

**LIVING WAGE DECISION TREE**

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



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

**CITY OF GAINESVILLE**

**CERTIFICATION OF COMPLIANCE WITH LIVING WAGE**

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

Name of Service Contractor/Subcontractor: _____
Address: _____
Phone Number: _____
Name of Local Contact Person _____
Address: _____
Phone Number: _____
\$ _____ (Amount of Contract)

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

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

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

*NOT Applicable*

**CITY OF GAINESVILLE**

**DRUG FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:  
(Name of Business)

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

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

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

CITY OF GAINESVILLE

AFFIDAVIT OF NON-COLLUSION

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

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

Signed: 

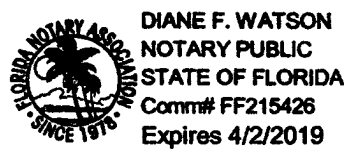
Firm Name: Southwestern Integrated medical PC, dba: First Care of Gainesville

Subscribed and sworn to before me this 20<sup>th</sup> day of September 2017

Diane F. Watson  
Notary Public

My Commission expires April 2, 2019.

Proposer's E.I. Number: 59-2819741  
(Number used on Employer's Quarterly Federal tax return)



## DEBARRED AND SUSPENDED BIDDERS

### Breach of Contract

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



action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.

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

5. Causes and Conditions Applicable to Determination of Debarment.

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

(a) Causes

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

(b) Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the 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 exist). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the 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 so requested within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

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

10. Rejection of Bids, Breach of Contract.

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

**CITY OF GAINESVILLE**

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

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

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

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

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

 CEO  
Signature and Title of Authorized Official

CITY OF GAINESVILLE

Revised: 4/4/2005

**TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS**

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

**SUBCONTRACTORS**

Company Name	Company Phone Number	Class of Work	% or Price of Work	Qualified Local Small Business
1. Cardiac and Vascular Institute	352-375-1212	Cardiology Services	Stress EKG \$2500	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.			Stress Echo 32A	<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: First Care of Gainesville / SIMED

Form Completed By: Scott Wilson, MD

Date: 9-21-2017

Title: MD / Medical Director of First Care

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

BID #: RMDX-180029-GD

DUE DATE: September 21, 2017

SEALED BID ON: Employee Physicals and Physician Services

*Not Applicable*

IF YOU DO NOT BID

Please check the appropriate or explain:

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

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

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

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

Short form-services-BEB (9/25/03)  
revised. 10/1/04;1/26/05; 3/21/05,7/25/05;10/05;11/05;10/06; 8/27/2007;10/2011;05/2012;6/24/2013;7/19/2017



**EMPLOYERS ASSURANCE CO.**  
A Stock Company

Workers' Compensation and Employers Liability  
Insurance Policy

Policy Number	From	Policy Period To
EIG 2011433 03	10/09/2016	10/09/2017
12:01A.M. Standard Time at the address of the insured as stated herein		

Transaction				
RENEWAL DECLARATIONS				
NCCI Carrier #	36870	WCIRB CARRIER#	PRIOR POLICY NUMBER	EIG201143302
1. Named Insured and Address			Agent	
SOUTHEASTERN INTEGRATED MEDICAL PL PO BOX 357010 GAINESVILLE FL 32635			DOUG JOHNSON INS LLC JOHNSON & FLETCHER INS AGY 3225 NW 13TH STREET GAINESVILLE, FL 32609  Telephone: 3523734381	
Customer #	Carrier #	FEIN #	Risk ID #	Entity of Insured
	36870	592819741	097457042	LIM LIABILITY CO

Additional Locations:

- The Policy Period is from 10/09/2016 to 10/09/2017 12:01 a.m. Standard Time at the Insured's mailing address.
  - Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: FL
  - Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:
 

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
  - Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY, AK, AR, CT, DE, HI, LA, ME, MA, NE, NH, RI, SD, VT, WV and states listed in item 3.A.
  - This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

**SEE EXTENSION OF INFORMATION PAGE**

Minimum Premium	\$	635	Expense Constant	\$	200
			Premium Discount	\$	-7,041
Assessments and Taxes	\$		Total Estimated Annual Premium	\$	85,583

This is a Three Year Fixed Rate Policy

Premium Adjustment Period:  Annual;  Semiannual;  Quarterly;  Monthly

Countersigned this \_\_\_\_\_ Day of \_\_\_\_\_,

Issued Date: 09/19/2016

Issuing Office **EMPLOYERS ASSURANCE CO.**  
14120 BALLANTYNE CORPORATE PLACE, SUITE 100  
CHARLOTTE, NC 28277-2685

  
\_\_\_\_\_  
Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services, Inc. of Florida 13901 Sutton Park Drive South Suite 360 - Building C Jacksonville FL 32224 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (904) 724-2001      FAX (A/C. No.): (904) 223-1155		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Southeastern Integrated Medical PL 4343 West Newberry Road Gainesville FL 32607-2822 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Travelers Property Cas Co of America		25674
	INSURER B: The Travelers Indemnity Co of America		25666
	INSURER C:		
	INSURER D:		
	INSURER E:		

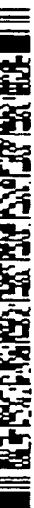
**COVERAGES**      **CERTIFICATE NUMBER: 570064123369**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		P660184M3019 16-17 General Liability	10/09/2016	10/09/2017	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA7A886148 16-17 Auto Policy	10/09/2016	10/09/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE	
						AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Inc. of Florida</i>





You payment was processed. Print this tax receipt for your records. It was also sent to ap@simedhealth.com



## Online Business Tax Receipt<sup>(1)</sup>

Business Name **SOUTHEASTERN INTEGRATED MEDICAL, P.L.**

Business Tax ID **30993**

This constitutes your business tax receipt for 10/1/2016 - 9/30/2017.

Your business tax(es) for the current fiscal year **10/1/2016 - 9/30/2017** are as follows:

### Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00	
1695	LABORATORY	\$105.00	Business category flat fee of \$105.00
1985	OSTEOPATHIC PHYSICIAN	\$315.00	Per item fee \$105.00. Value submitted for taxation is 3.
1990	PHYSICIAN/SURGEON MD	\$525.00	Per item fee \$105.00. Value submitted for taxation is 36.
2005	PSYCHOLOGIST	\$105.00	Per item fee \$105.00. Value submitted for taxation is 1.
6405	RETAIL MERCHANT WITH PHARMACY	\$210.00	Fee schedule range from 20001 to 50000. Amount is \$210.00. Value submitted for taxation is 24200.
<b>TOTAL DUE:</b>		<b>\$1,260.00</b>	

Please note that the maximum charge for any single service is \$525

Amount Due on **Monday, September 26, 2016** is **\$1,260.00**

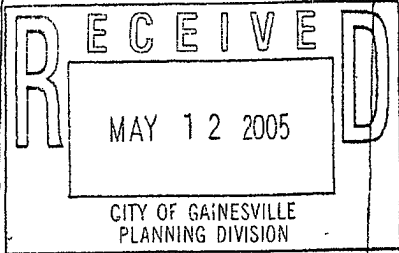
(1) This page will serve as your business tax receipt for the fiscal year 10/1/2016 - 9/30/2017.

Payments must be time-stamped by 11:59 pm on Monday, October 03, 2016 in order to avoid late fees.

Please, note that a home occupation permit may be required for this location, someone will contact you upon review of the information

# ZONING COMPLIANCE PERMIT

Mailing address: City of Gainesville, Station 12  
 P.O. Box 490, Gainesville, FL 32602  
 phone: 352/334-5023 fax: 352/334-3259  
 Physical address: 306 NE 6<sup>th</sup> Avenue, Bldg. B, Room 158



ZCP No. 303 ZCP 05 5/20/05  
 Approved  Denied  Approved w/conditions

Do not write in this space

Name of Business: Southeastern Integrated Medical, PA

Address of Business: 4343 W. Newberry Rd. Gainesville FL 32607  
(Location for which Zoning Compliance determination is requested)

Previous use of building or unit: New Construction

Proposed use of building or unit (Attach a detailed written statement): Doctors Offices, Lab, Pharmacy,

Number of striped parking spaces on site: (374 assigned) Radiology Dept, Physical Therapy,

Gross square footage of building: 82,000 sq. ft. Unit/Suite square footage: we will occupy the entire building.

The information that I have supplied is true and correct. I understand I must obtain an occupational license from the Finance Department of the City of Gainesville, and meet all requirements of the Florida Building Code 2001 through the Building Department prior to operating the business.

\* I CERTIFY THAT I AM  AM NOT  CURRENTLY OCCUPYING THE SPACE FOR WHICH ZONING COMPLIANCE IS REQUESTED. (check one) We will be moving in May 20, 2005.

SIGNATURE OF APPLICANT: Jesse C. Brannen Pick up  Mail  (check one)

PRINT APPLICANT NAME: Jesse C. Brannen Date: 5-11-05

Mailing Address: PB Box 357010  
City/State: Gainesville FL Zip: 32607 Phone Number: 352-224-2200  
X206

NOTE: If your business is in a building with multiple uses where the parking is shared by all businesses, you may or may not be required to provide data on type of use and square footage of each business. Please ask Planning Staff for further information. An incomplete application will not be processed and will be returned to you.

SUITE/UNIT #	SQ. FOOTAGE	TYPE OF USE (BE SPECIFIC)	FOR STAFF ONLY: Required Parking
RESTAURANTS # OF SEATS	HAIR/NAIL SALONS # OF STATIONS	ADDITIONAL NAMES, EMPLOYEES	FOR STAFF ONLY Initial and Date

AC#6862346

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
DIVISION OF MEDICAL QUALITY ASSURANCE

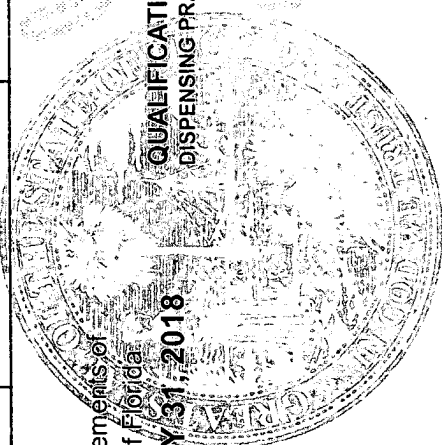
DATE	LICENSE NO.	CONTROL NO.
12/08/2015	ME 80634	515330

**THE MEDICAL DOCTOR**

named below has met all requirements of  
the laws and rules of the state of Florida.

Expiration Date: **JANUARY 31, 2018**

**SCOTT ARTHUR WILSON**  
4343 NEWBERRY ROAD  
SUITE 10  
GAINESVILLE, FL 32607



QUALIFICATION(S):  
DISPENSING PRACTITIONER

*Rick Scott*  
Rick Scott  
GOVERNOR

*John H. Armstrong*  
John H. Armstrong, MD, FACS  
STATE SURGEON GENERAL

DISPLAY IF REQUIRED BY LAW

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

**Name and mailing address of insured:**

Scott A. Wilson, MD  
P. O. Box 357010  
Gainesville, FL 32635

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>
PSL 1600225 20	12/31/2016	12/31/2017

<b>Limits</b>	<b>Retroactive Date:</b>
<b><u>Each loss Aggregate limit</u></b>	
500,000/ 1,500,000	8/09/2009
500,000/ 1,500,000	10/01/2012

<b>TOTAL LIMITS</b>	<b>1,000,000/ 3,000,000</b>
---------------------	-----------------------------

This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein.

Please inquire directly with the insured for individual restrictive endorsements that may apply. In the event of cancellation of the described policy, MAG Mutual will make reasonable effort to notify the party at whose request this certificate was issued, but MAG Mutual shall not be liable in any way for failure to give such notice.



Authorized Representative  
December 13, 2016

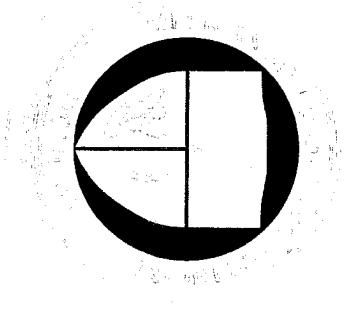
MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

<b>CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE</b> UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON, D.C. 20537		
DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BW5484528	05-31-2018	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	PRACTITIONER	04-03-2015
WILSON, SCOTT ARTHUR, MD N/A 4343 NEWBERRY RD SUITE 10 GAINESVILLE, FL 32607		
Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacturer, distribute, dispense, import or export a controlled substance.		
THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IS NOT VALID AFTER THE EXPIRATION DATE.		

<b>CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE</b> UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON, D.C. 20537		
DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BW5484528	05-31-2018	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	PRACTITIONER	04-03-2015
WILSON, SCOTT ARTHUR, MD N/A 4343 NEWBERRY RD SUITE 10 GAINESVILLE, FL 32607		
Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.		
THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.		

Form DEA-228 (05/04)

# American Board of Family Medicine




hereby declares that

**Scott Arthur Milzon, M.D.**

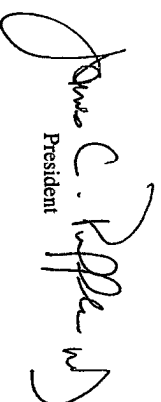
is certified in Family Medicine  
and issued this certificate as a

**Diplomate**

of the American Board of Family Medicine, Inc.  
Ongoing certification is contingent upon meeting the requirements of  
Maintenance of Certification for Family Physicians

  
Chair



  
President



# First Care Urgent and Occupational Medical Center

Calvin Martin, MD; Scott Wilson, MD; Tenley Noone, MD; Rachel Francis, PA-C,

---

## Scott Arthur Wilson, MD Curriculum Vitae

### EDUCATION:

1996	Southern Illinois University	Springfield, Illinois	MD, Doctorate of Medicine
1992	Southern Illinois University	Carbondale, Illinois	MS, Microbiology
1990	Southern Illinois University	Carbondale, Illinois	BA, Biological Sciences

### MEDICAL TRAINING:

1997 - 1999	Family Medicine Resident	Ball Memorial Hospital	Muncie, Indiana
1996 - 1997	Family Practice Intern	Ball Memorial Hospital	Muncie, Indiana

### MEDICAL EXPERIENCE:

2000 – PRESENT:	First Care of Gainesville Occupational and Urgent Care Clinic	Gainesville, Florida
1999 – 2000:	The Springfield Clinic/Family Practice	Jacksonville, Illinois

### CERTIFICATIONS AND ASSOCIATIONS:

American Board of Family Medicine Certified: 1999, 2006, 2016  
Medical Review Officer Certification Council Certified: 2003, 2009, 2015  
National Registry of Certified Medical Examiners 2014  
Florida Worker's Compensation Provider Certification: 2000  
Former DOT Breath Alcohol Testing and Urine Drug Screen Collection Instructor  
American Academy of Family Physicians Member  
Florida Academy of Family Physicians Member  
American College of Occupational and Environmental Medicine Member

### LICENSURE:

State of Florida Medical License: ME80634  
US DEA License: BW5484528

### CONTACT INFORMATION:

Office Address: First Care of Gainesville  
4343 Newberry Road, Suite 10  
Gainesville, FL 32607  
Office Phone: (352) 373-2340  
Office Fax: (352) 373-3140, or (352) 224-2442

**Southern Illinois University**  
at Carbondale  
**School of Medicine**

On recommendation of the President and Faculty,  
the Board of Trustees, by virtue of the authority vested in it, has  
conferred on

**Scott Arthur Wilson**

the degree of

**Doctor of Medicine**

and has granted this Diploma as evidence thereof  
this eighteenth day of May, 1996, Springfield, Illinois.

*Jack Sanders*  
President  
Date: 5/18/96

Rev.



*John C. Dwyer*  
Chancellor  
C. W. Case, M.D.  
Chairman of Board



AC# 6895231

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
DIVISION OF MEDICAL QUALITY ASSURANCE

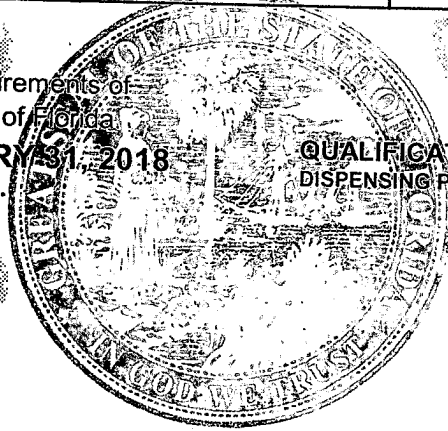
DATE	LICENSE NO.	CONTROL NO.
01/08/2016	ME 72829	525607

The **MEDICAL DOCTOR**  
named below has met all requirements of  
the laws and rules of the state of Florida

Expiration Date: **JANUARY 31, 2018**

**CALVIN WALLACE MARTIN, JR.**  
4343 W. NEWBERRY ROAD  
SUITE 10  
GAINESVILLE, FL 32607

**QUALIFICATION(S):**  
DISPENSING PRACTITIONER



Rick Scott  
GOVERNOR

John H. Armstrong, MD, FACS  
STATE SURGEON GENERAL

DISPLAY IF REQUIRED BY LAW

**CERTIFICATE OF INSURANCE**

**MAG Mutual Insurance Company**

**Certificate issued to:**

**Name and mailing address of insured:**

Calvin W. Martin, Jr., MD  
P.O. Box 357010  
Gainesville, FL 32635

This is to certify that MAG Mutual Insurance Company has issued a Physicians and Surgeons Professional Liability Insurance Policy to the insured listed above, subject to the provisions of the current policy contract and any endorsements.

<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>
PSL 1600225 20	12/31/2016	12/31/2017

<b>Limits</b>	<b><u>Retroactive Date:</u></b>
<b><u>Each loss Aggregate limit</u></b>	
500,000/ 1,500,000	8/27/2007
500,000/ 1,500,000	1/29/2014

<b>TOTAL LIMITS</b>	1,000,000/ 3,000,000
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This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein.

Please inquire directly with the insured for individual restrictive endorsements that may apply. In the event of cancellation of the described policy, MAG Mutual will make reasonable effort to notify the party at whose request this certificate was issued, but MAG Mutual shall not be liable in any way for failure to give such notice.



Authorized Representative  
December 13, 2016

MAG Mutual Insurance Company  
PO Box 52979  
Atlanta, GA 30355-0979

MARTIN, CALVIN W MD  
 FIRST CARE GAINESVILLE  
 4343 NEWBERRY RD, SUITE 10  
 GAINESVILLE, FL 32607-0000-000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BM5569768	01-31-2018	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	12-23-2014
MARTIN, CALVIN W MD FIRST CARE GAINESVILLE 4343 NEWBERRY RD, SUITE 10 GAINESVILLE, FL 32607-0000		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
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# American Board of Family Medicine



hereby declares that

**Calvin Wallace Martin Jr., M.D.**

is certified in Family Medicine  
and issued this certificate as a

## Diplomate

of the American Board of Family Medicine, Inc.  
Ongoing certification is contingent upon meeting the requirements of  
Maintenance of Certification for Family Physicians

*James G. Lane, Jr., MD*  
Chair



*James C. Ruffalo, MD*  
President

Certificate No. 1036731747

Year Issued: 2015

# Calvin Wallace Martin Jr., M.D., M.R.O.

First Care of Gainesville

Southeastern Integrated Medical

4343 Newberry Road Suite 10

Gainesville, FL 32607

352 373 2340

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## **Experience:**

Southeastern Integrated Medical	10/02/2007 – Present
Immediate Care Center	2000 – 2007
Gainesville, FL	
University of Florida College of Medicine	1998 – 2000
Clinical Assistant Professor	
Dept. Community Health and Family Medicine	

## **Education:**

University of Florida	Residency	1995 – 1998
Family Medicine		
University of Florida	M.D.	1991 – 1995
Madison College	B.S.	1985 - 1989

## **Board Certification:**

American Board of Family Medicine	1998 - Present
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## **Licensure:**

Florida	ME0072829	1996 – Present
Certified Medical Review Officer		2000 - Present

# The University of Florida

has conferred on

Calvin Wallace Martin Jr.

the degree

**Doctor of Medicine**

and all the rights and privileges thereunto appertaining.

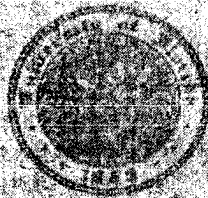
In Witness Whereof, this diploma, duly signed, has been issued  
and the seal of the University affixed.

Issued by the Board of Regents upon recommendation of the Faculty of  
**The College of Medicine**

at Gainesville, this twenty-seventh day of May, A.D. 1995.

*Leator Allen*  
President

*J. C. Weagle*  
Chairman, Board of Regents



*J. P. H. H. H.*

*Allen H. News*  
Dean