

F. EMORY SPRINGFIELD
JENNIFER BURDICK SPRINGFIELD
CERTIFIED MEDIATOR

DENNIS B. GUNSON
(1960-1993)

TELEPHONE (352) 371-9909
FACSIMILE (352) 377-4077
WWW.SPRINGFIELDLAWPA.COM

SPRINGFIELD LAW, P.A.
ATTORNEYS AT LAW
806 NORTHWEST 16TH AVENUE
SUITE B
GAINESVILLE, FLORIDA 32601

SOCIAL SECURITY DISABILITY
PERSONAL INJURY
CRIMINAL DEFENSE
WORKERS' COMPENSATION
NURSING HOME NEGLIGENCE
ENVIRONMENTAL
LAND USE
MEDIATION

July 23, 2015

Doug Drymon, Senior Buyer
General Government Purchasing
Evaluation Committee Members
City of Gainesville
200 East University Avenue, Room 339
Gainesville, Florida 32601

Re: Invitation To Bid; Bid No. Code - 160001-DD
Special Magistrate Services (For Code Enforcement Hearings)

Dear Mr. Drymon and Members of the Evaluation Committee:

Thank you for the opportunity to submit a proposal under the above-referenced Invitation to Bid to provide special magistrate services to the City of Gainesville for code enforcement. My experience serving as a special magistrate for the City of Lake City, as a mediator in circuit court civil matters, my experience representing state and local boards and representing clients before such boards, as well as being accustomed to working with technical agency rules and regulations, uniquely qualify me for this position. I am also trained as an arbitrator.

I am thorough, thoughtful, and respectful in all of my work. I am very familiar with governmental clients and work especially well with difficult persons. My legal research and writing skills are excellent; please let me know if you would like to see a writing sample. I have drafted many code enforcement and other similar orders. My oral communication skills are very good, as well.

I understand the requirements of due process and evidentiary matters. I will be fair, unbiased and, initially, give all persons the benefit of the doubt. I have the utmost respect for the law.

I appreciate your consideration of the enclosed proposal to serve as the City of Gainesville's Special Magistrate for Code Enforcement. If chosen, I commit to doing an outstanding job for the City.

Sincerely,



Jennifer B. Springfield

JBS/mch

Enclosures

BEST EVALUATED BID

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

PROJECT: Special Magistrate Services (For Code Enforcement Hearings)

BID #: CODE-160001-DD

CITY'S REPRESENTATIVE (to be contacted for additional information on this Bid):

Name: Doug Drymon, Senior Buyer Telephone Number: 352-334-5021
Fax Number: 352-334-3163
Email address:
drymonjd@cityofgainesville.org

Bidder Legal Name: SPRINGFIELD LAW, P.A.
Bidder Alias/DBA: _____
Bidder's Address 806 NW 16th Ave., Ste. B
Gainesville, FL 32601

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

Name: JENNIFER B. SPRINGFIELD Telephone Number 352-371-9909
Date: July 23, 2015 Fax Number 352-377-4077

Email address jennifer@springfieldlawpa.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 Laws and Regulations: Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.10 Local business: The vendor has a valid business tax receipt, issued by the City of Gainesville, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -C. The business tax receipt must be issued at least six months prior to bid or bid opening date.
- 1.11 Local Small Business: A Small Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within the corporate limits of the City of Gainesville and possess a current City business tax receipt, and is so certified by the Local Small Business Program Procurement Coordinator.

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

2. BIDS

Bids may be sent to General Government Purchasing 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 Bid and if awarded the Bid by the City, the Bid 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) Oral Presentations
- (b) Price
- (c) Technical Qualifications

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/bid certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida.

10. LOCAL SMALL BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that Local Small Businesses as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that Local Small Businesses are strongly encouraged to submit a bid in response to this Invitation to Bid and prime contractors are strongly encouraged to utilize Local Small Business subcontractors and material suppliers. Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy. The City of Gainesville requires Good Faith Efforts to maximize utilization of Qualified Local Small Businesses for this project (see Exhibit A).

11. CONTACT

To ensure fair consideration and consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering the bids 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 purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Departments for an invitation for bid or the request for bid, 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 bid, 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.

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

[X] Professional Liability (\$1,000,000 per occurrence)

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 October 1, 2015 and shall end on September 30, 2017.

However, upon satisfactory and faithful performance of this contract by the Contractor, the City reserves the right, through negotiation with the Contractor, to extend the term of this contract for a 12-month period with a maximum of three 3 such extensions (three).

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. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law. By entering into an agreement with the City, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
- c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City and contractor. City may pursue all remedies for breach of this agreement

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 \$11.6587 per hour (Living Wage with Health Benefits) or \$12.91 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 1, _____, _____, _____, _____ 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 the work in accordance with the specifications for the lump sum of _____ Dollars (\$ 51,240.00).

If the Living Wage Ordinance applies, please indicate costs within the bid price associated with compliance with the Living Wage Ordinance: _____ Dollars (\$ _____)

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

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

LOCAL PREFERENCE

Check one
Local preference requested: YES NO

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

QUALIFIED LOCAL SMALL 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

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)

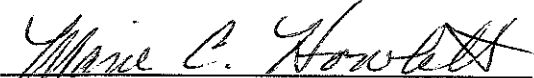
Bid is in full compliance with the Specifications.

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.)

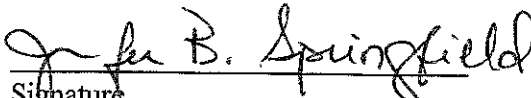
ATTEST/WITNESS:


Signature

By Marie C. Howlett

Title: Legal Assistant

BIDDER:


Signature

By Jennifer B. Springfield

Title: Shareholder

TECHNICAL SPECIFICATIONS

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.

1. SCOPE OF SERVICES

It is the intent of the City of Gainesville to obtain bids from qualified attorneys capable of holding quasi-judicial hearings and issuing orders in matters involving certain violations of the City Code of Ordinances in accordance with Chapter 2, Article V, Division 8 of the City Code of Ordinances. It is the intent of the City to evaluate the proposals received, negotiate with the selected proposer(s) and enter into one or more contracts for the provisions of services described in this best evaluated bid document.

CITY OF GAINESVILLE

DRUG FREE WORKPLACE FORM

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

SPRINGFIELD LAW, P.A.

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.

Jeff B. Springfield
Bidder's Signature

July 23, 2015
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: Jeff B. Springfield

Firm Name: SPRINGFIELD LAW, P. A.

Subscribed and sworn to before me this 23rd day of July 20 15

Marie C. Howlett
Notary Public

My Commission expires March 25, 20 19.

Proposer's E.I. Number: 59-3015552
(Number used on Employer's Quarterly Federal tax return)



State of Florida
County of Alachua

CITY OF GAINESVILLE

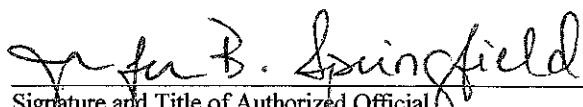
**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (potential contractor for a major third-party contract),
Springfield Law, P. A. 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 bid 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/bid 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),
Springfield Law, P. A., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND
ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION
AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE
THERE TO.



Signature and Title of Authorized Official

ADDENDUM NO. 1



Date: July 21, 2015

BEB Due Date: July 23, 2015
at 3:00 P.M. (Local Time)

Project Name: SPECIAL MAGISTRATE SERVICES
(For Code Enforcement Hearings)

BEB No.: CODE-160001-DD

NOTE: This Addendum has been issued only to the holders of record of the Request for Proposal CODE-160001-DD.

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division no later than 12:00 PM (Noon, Eastern Time - US) of July 22, 2015. Questions may be submitted as follows:

Email: drymonjd@cityofgainesville.org

or

Faxed (352) 334-3163

Attention: Doug Drymon

2. Please find attached:
 - a. Copy of the black out period definitions (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters).

Following are responses to inquiries which have been received to-date from prospective proposers:

3. Inquiry: Could you verify as to whether Exhibit H (Page 35 of bid document), Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters, needs to be completed and submitted?
Response: The City Attorney's Office was responsible for the inclusion of the Debarment language in the Bid document. As such, I would advise all bidders to complete Exhibit H to the best of their ability and submit it with their bid. Bidders should also acknowledge receipt of this Addendum in the appropriate section on page 12 of their submitted bid.

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

CERTIFICATION BY PROPOSER

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

PROPOSER: Jennifer B. Springfield

BY: Jennifer B. Springfield

DATE: July 23, 2015

COMPANY BACKGROUND

Springfield Law, P.A. is located in Gainesville, Florida. F. Emory Springfield, a Gainesville native, opened his law office in 1990 after five years of practicing law with the Gainesville firm of Fine, Farkash & Parlapiano. His law practice has focused on the areas of criminal and civil trial work, including personal injury, workers compensation and social security disability.

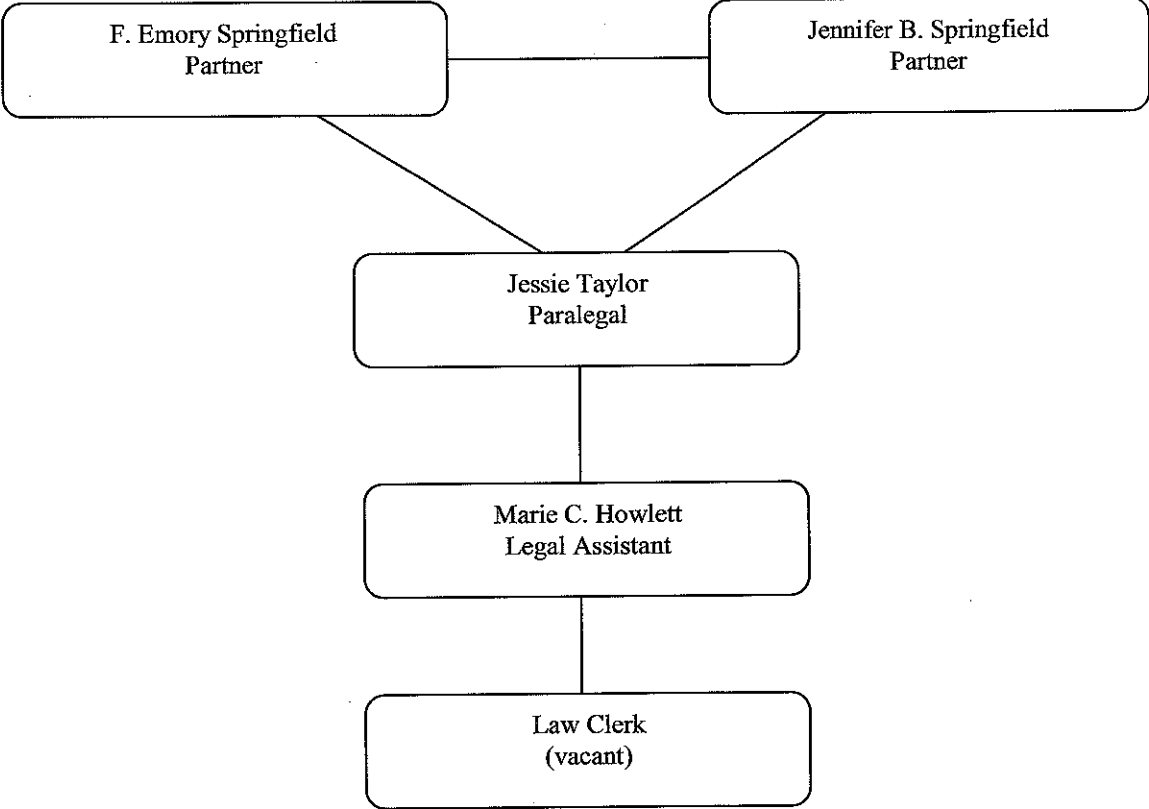
Jennifer B. Springfield joined the firm in 2006 after a long career in the public sector as a water management district attorney. Ms. Springfield's legal practice areas include environmental, land use and zoning, local government, including code enforcement, and administrative and real property litigation. Ms. Springfield is also a Special Magistrate, a Florida Supreme Court Certified Circuit Civil Mediator, and a Qualified Arbitrator.

The partners at Springfield Law have excellent reputations in the local community, the region and the state as professionals of unquestioned integrity, responsibility, and excellent legal ability. We have four full-time employees. Our normal office hours are Monday through Friday from 8:00 AM to 5:30 PM. Please see our organizational chart below.

For additional information about Springfield Law, P.A., please see the firm's website at www.springfieldlawpa.com. For additional information about Ms. Springfield, please see her resume included below.

Springfield Law, P.A., qualifies for local preference under the City of Gainesville ordinance/code. Please see copies of its 2013 Business Tax Receipt and Zoning Compliance Permit at the back of this proposal.

Springfield Law, P.A. Organizational Chart



EXPERIENCE AND QUALIFICATIONS

Ms. Springfield has been practicing law in North Central Florida since 1985. She has worked with many public sector and private sector clients. Ms. Springfield's work has focused on the areas of administrative, environmental, land use, local government (including code enforcement), and real property law. Her work has included representing private clients before local government codes enforcement boards, city and county commissions, plan boards, and water management district governing boards, as well as before the Division of Administrative Hearings and Florida county, circuit and appellate courts. She has appeared before the South Florida, St. Johns River, and Suwannee River water management district governing boards, the Alachua County, Marion County, the City of Gainesville and other local government boards and commissions on many occasions. Ms. Springfield has also represented governmental entities, including three of the State's five water management districts, Alachua County, and the North Florida Broadband Authority.

Ms. Springfield was appointed by the Alachua County Commission to its Land Planning Agency/Planning Commission in 2010 and currently serves as its Chair. In 2014, the City of Lake City's Council chose Springfield Law/Ms. Springfield to provide special magistrate services for its code enforcement hearings. Ms. Springfield is also very familiar with the requirements of Florida's public records law.

Ms. Springfield is an active member in good standing of the Florida Bar with a minimum of five years recent experience practicing law, which includes civil litigation and administrative hearing experience. Ms. Springfield resides in Alachua County, Florida. As a planning commissioner and special magistrate, Ms. Springfield is familiar and complies with the Code of Ethics of the State of Florida, as well as with the Florida Bar Rules of Professional Conduct for attorneys, mediators and arbitrators.

Please see Ms. Springfield's letter of interest above and resume included below for more detailed information about Ms. Springfield's experience and qualifications.

**Jennifer Burdick Springfield
Attorney at Law
Certified Mediator
Qualified Arbitrator**



Florida Bar Member since 1985
U.S. Middle District Member since 1992
Certified Circuit Civil Mediator since 1997
Certificate in Residential Mortgage Foreclosure Mediation since 2010
Qualified Arbitrator since 2013
Florida Bar Environmental & Land Use Law Section Member
Florida Bar City, County, and Local Government Law Section
Eighth Judicial Circuit Bar Association Member (Board member and regular contributor to newsletter)
Gerald T. Bennett American Inn of Court (member since 2014)

Contact Information

806 NW 16th Avenue
Suite B
Gainesville, FL 32601

(352) 371-9909 Office
(352) 377-4077 FAX
(352) 562-9557 Cell

jennifer@springfieldlawpa.com

Areas of Legal Expertise

Environmental Law
Local Government Law
Real Property Litigation
Eminent Domain
Civil Trial Practice
Administrative Law
Mediation

Arbitration

Higher Education

J.D., University of Florida, College of Law, July 1984
Graduate Instructor, Legal Research and Writing (1983-1984)

B.A., Philosophy, University of Florida, December 1980

Florida Bar approved Continuing Legal Education Courses (1985-present); Supreme Court approved Continuing Mediator Education Courses (1997-present).

Florida Dispute Resolution Center Court –Appointed Arbitrator Training, August 2013

Negotiating Environmental Agreements Workshop, Lawrence E. Susskind, Program for Negotiation, Massachusetts Institute of Technology, September 1995

American Arbitration Association Circuit Court Mediator Training Program, May 1993

Legal Work Experience

Shareholder, Attorney/Mediator, Springfield Law, P.A., January 1, 2007 – present. *Ms. Springfield represents private individuals, corporations, and governmental bodies in legal proceedings before county, circuit and appellate courts in Florida, before local government commissions and the Florida Division of Administrative Hearings, primarily regarding environmental and land use law matters. She also handles all aspects of agency rulemaking with the Florida Legislature's Joint Administrative Procedures Committee and the Florida Department of State. Ms. Springfield also provides representation to Florida local governments regarding open government, contract, employment and other legal matters.*

Associate Attorney/Mediator, F. Emory Springfield, P.A., September 2005 – December 31, 2006. *Ms. Springfield represented private individuals, corporations, and governmental bodies in legal proceedings before county, circuit and appellate courts in Florida, before local government commissions and the Florida Division of Administrative Hearings, primarily regarding environmental and land use law matters. She also represented the Suwannee River Water Management District in environmental resource permit enforcement and in developing its water use rules.*

Office Manager, January 2005, to Present, F. Emory Springfield, P.A./Springfield Law, P.A. *Ms. Springfield is responsible for supervising the legal support staff, overseeing financial matters, and consulting with her partner regarding all other matters affecting the business.*

Judicial Campaign Manager, Alachua County, Florida, January 2004 – November 2004. *Ms. Springfield was a key player in determining campaign strategy, was responsible for coordinating all volunteer activities, and was an active participant in fundraising activities.*

Assistant General Counsel, St. Johns River Water Management District, May 1987-December 2003. *Ms. Burdick Springfield's primary responsibilities included representing*

the District in Florida county, circuit, and appellate courts, as well as administrative hearings and rulemaking proceedings regarding regulatory matters throughout the District's nineteen county region. For many years she served as the district's lead attorney on all water supply matters, including permit negotiations for large water users/suppliers, rulemaking, and water supply planning. Ms. Springfield also became the in-house expert on mediation.

Assistant Public Defender, Eighth Judicial Circuit, Florida, November 1985 –December 1986. Ms. [Burdick] Springfield was responsible for defending all persons charged with a misdemeanor or traffic offense in Baker, Bradford, and Union counties. She was responsible for all juvenile and mental health cases in these same three counties. Ms. Springfield also defended Florida Department of Correction inmates in extradition proceedings.

Assistant General Counsel, South Florida Water Management District, January 1985 – October 1985. Ms. [Burdick] Springfield handled surface water management and right-of-way regulatory matters, as well as serving as the lead attorney in developing the District's personnel rules.

Law Clerk, Burdick and Daves, P.A., West Palm Beach, Florida, July 1984 – December 1984. Ms. [Burdick] Springfield supported senior partner Joel T. Daves, III, particularly in his representation of the citizens opposed to Palm Beach County's solid waste disposal project.

Mediation Work Experience

Shareholder, Attorney/Mediator, Springfield Law, P.A., January 1, 2007 – present. Ms. Springfield conducts mediations in matters pending before county and circuit courts and before the Florida Division of Administrative Hearings, and represents parties in mediations. Ms. Springfield also serves as a mediator in the Eighth Judicial Circuit's Residential Foreclosure Mediation Program. Ms. Springfield also conducts non binding arbitrations in matters pending before state courts.

Guest Lecturer and Trainer, Environmental Dispute Resolution Seminar Course, M.J. Angelo, University of Florida Levin College of Law (1998-present)

Associate Attorney/Mediator, F. Emory Springfield, P.A., September 2005 – December 31, 2006. Ms. Springfield conducted mediations in matters pending before circuit courts, primarily related to environmental law, and represented parties in mediation.

Assistant General Counsel, St. Johns River Water Management District, May 1987-December 2003. Ms. Springfield was instrumental in establishing an interdisciplinary collaborative problem-solving program designed to be used for both internal and external conflicts. The District's ADR program incorporated staff trained to identify and assess disputes and serve as negotiators, facilitators, mediators, and arbitrators. She helped organize and present the staff training sessions for these processes and served as a negotiator, facilitator, and mediator as needed and appropriate. Within the Office of General Counsel, Ms. Springfield served as a resource for the other attorneys concerning mediation and other ADR processes, including the Special Master process under chapter 70, Florida Statutes, the "Bert J. Harris, Jr., Private Property Rights

Protection Act." In this role, she conducted educational sessions for the legal office, provided one-on-one, case-specific consults regarding mediation, and maintained a roster of approved mediators

Special Magistrate Work Experience

Special Magistrate for Code Enforcement for City of Lake City, August 2014 – present.
Ms. Springfield provides special magistrate services for code enforcement to the City of Lake City.

Community Involvement

Alachua County Land Planning Agency/Planning Commission, Chair (second term member)

Conservation Trust for Florida, Advisory Board Member; Mediator/Attorney League of Women Voters of Alachua County, Member, Co-Chair, Natural Resources Committee, Former Vice President, Chair of Voter Services Committee and Membership Chair

Alachua County Rural Concerns Advisory Committee, Former Committee Member and Vice Chair

United Methodist Church, Member; Former Director of Children and Youth programs

Eastside High, Kanapaha Middle, and Jordan Glen schools, Past Parent Volunteer Gainesville Area Chamber of Commerce, Member

Alachua Conservation Trust, Member

Builders' Association of North Central Florida, Member

Personal Information

Married 30 years to F. Emory Springfield, local Gainesville attorney and small business owner

Two sons, T. Blaise Springfield, graduate of The College of William and Mary and Frazier R. Springfield, senior and member of Men's Tennis Team at Eckerd College

Outside Interests

Family/friends, tennis, hiking, reading, travel

Professional References

Past employer and client references are available upon request.

CURRENT/PAST PERFORMANCE

Ms. Springfield has provided similar services to the following public agencies during the last five years:

- City of Lake City – August 8, 2014 – present

Robert Hathcox, Planning Director
City of Lake City
205 North Marion Avenue, Lake City, Florida 32055
386.719.5752
386.758.5426 (FAX)
hathcoxr@lcfla.com

Serves as Special Magistrate for code enforcement hearings.

- Alachua County – February 2014 through February 2017

Michele Lieberman, County Attorney
12 Southeast First Street, Gainesville, Florida 32601
352.374.5218
352.374.5216 (FAX)
mliberman@alachuacounty.us

Serves as Special Counsel for Minimum Flows & Levels Litigation

- North Florida Broadband Authority – March 2012 through November 2014

Kirk Reams, Board of Directors' Chairman & Acting General Manager
1 Courthouse Circle, Monticello, Florida 32344
850.342.0218
850.342.0222 (FAX)
kreams@jeffersonclerk.com

Served as Attorney/General Counsel.

- Suwannee River Water Management District– 2006 through 2013

Jon Dinges, Assistant Executive Director
9225 County Road 49, Live Oak, Florida 32060
386.362.1001
386.362.1056 (FAX)
jmd@srwmd.org

Served as Contract Counsel for Enforcement Litigation and Rulemaking.

- St. Johns River Water Management District– 2008-09 and 2010-11

William C. Congdon, General Counsel
Post Office Box 1429, Palatka, Florida 32178-1429
386.329.44500
386.329.4485 (FAX)
wcongdon@sjrwmd.com

Served as Contract Attorney for Regulatory matters.

DISCLOSURES

There are no known potential conflicts of interest or any other potential ethics issues on the part of Springfield Law, P.A. or any of its principals or employees.

During the past five years, Ms. Springfield has represented the following persons in City of Gainesville matters:

1. Christian Prison Ministries and Mr. John Stetson in a matter before the City Commission concerning Zoning Compliance Permit No. 120 ZCP 08 in 2008 and 2009.
2. Property owners, Ron and Cindy Marks, in a matter before the City's Board of Adjustment concerning Petition No. 9VAR-08BA in late 2008.
3. Property owner, Diego De'Hoyas, in a code enforcement matter in 2010.

Ms. Springfield currently serves as the Chair of the Alachua County Land Planning Agency/Planning Commission and as Special Magistrate for Code Enforcement Hearings for the City of Lake City. The Alachua County Attorney's Office does not believe that serving in both roles simultaneously is a violation of the Florida Constitution's dual office holding prohibition. There is no dispute that concurrent service as a special magistrate for more than one local government is a violation of the constitutional provision. Therefore, if chosen by the City of Gainesville to provide special magistrate services, Ms. Springfield will terminate her contract with the City of Lake City and, if necessary, also resign her position on the County Planning Commission.

TECHNICAL PROPOSAL AND PRIORITY OF SERVICE

Ms. Springfield is familiar with the relevant statute/ordinance/code provisions and understands the purpose and intent of the City of Gainesville's code enforcement system, as well the procedural requirements. Serving as code enforcement special magistrate for the City of Lake City, a mediator in circuit court civil matters, representing state and local boards and representing clients before such boards, including Alachua County's Code Enforcement Board, as well as being accustomed to working with technical agency rules and regulations, uniquely qualify her for this position.

Ms. Springfield's experience has given her a thorough understanding of the importance of the legal requirements associated with quasi-judicial processes, including proper notice, the opportunity to be heard, and evidentiary issues. Her training as an arbitrator also helped prepare her for the role of special magistrate. Ms. Springfield understands and appreciates the need to be very judicious in the exercise of any authority placed in her by the City as its special magistrate due to the gravity of the potential consequences her decisions may have on alleged violators, the City, and the citizens of Gainesville.

Ms. Springfield is very familiar with governmental clients and adept at working with staff, as well as with difficult persons. She is always thoroughly prepared, thoughtful, and respectful in all of her work. Ms. Springfield's legal research and writing skills are excellent (a writing sample is available upon request) and she has drafted many orders similar to those required for local government code enforcement matters. She is very detailed oriented, sensitive to deadlines, and has very good oral communication skills.

The offices of Springfield Law are fully staffed and equipped with access to the technology needed to coordinate and expedite special magistrate services for the City of Gainesville. Ms. Springfield has the ability and, if chosen by the City, would be committed to ensuring that the magistrate services will be performed in a timely fashion. She is also accustomed to working "after hours" to meet deadlines. Current and projected availability to provide Code Enforcement Special Magistrate services to the City of Gainesville is very good.

The staff at Springfield Law, P.A. has a client-oriented service approach. This means that clients are always consulted prior to any tasks being performed or any representations made on their behalf. We are extremely responsive to our clients and all work is completed in a timely manner. Clients are always treated respectfully and represented with the utmost professionalism. Jennifer Springfield is known for her ability to help clients find fair, creative, cost-effective solutions to their problems, with as little controversy as possible.

Ms. Springfield would serve as the project manager in the event Springfield Law, P.A. is chosen and awarded the contract to provide code enforcement special magistrate services to the City of Gainesville. Her legal assistant, Chris Howlett, provides administrative support services to Ms. Springfield. Emory Springfield would also be available to serve as special magistrate in the event of Ms. Springfield's unavailability and/or to assist Ms. Springfield in fulfilling the duties of special magistrate, if the City so desires.

EXCEPTIONS TO CITY'S SPECIFICATIONS

1. Reference Item no. 19 on page no. 9 of the Invitation to Bid:

Similar language allowing Springfield Law, P.A. to terminate the contract for convenience prior to its expiration shall be added to the contract.

2. Reference Item no. 2.d on page no. 15 of the Invitation to Bid:

Springfield Law, P. A. prefers to use its own form for the preparation of orders, subject to the City's review and approval. To that effect, please see the attached example order from one of Ms. Springfield's Lake City cases.

3. Reference Item 3. b on page 16 of Invitation to Bid:

Ms. Springfield currently serves as the Chair of the Alachua County Land Planning Agency/Planning Commission and as Special Magistrate for Code Enforcement Hearings for the City of Lake City. The Alachua County Attorney's Office does not believe that serving in both roles simultaneously is a violation of the Florida Constitution's dual office holding prohibition. There is no dispute that concurrent service as a special magistrate for more than one local government is a violation of the constitutional provision. Therefore, if chosen by the City of Gainesville to provide special magistrate services, Ms. Springfield will terminate her contract with the City of Lake City and, if necessary, also resign her position on the County Planning Commission.



CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2014 AND ENDS SEPTEMBER 30, 2015

BILLING AND COLLECTIONS OFFICE TREASURY DIVISION OF THE FINANCE DEPARTMENT

BUSINESS TAX NO. 20190

Please display in your place of business

btmail@cityofgainesville.org



BUSINESS NAME AND MAILING ADDRESS

SPRINGFIELD, E. EMORY SPRINGFIELD LAW, P.A. 806 NW 16TH AVE, SUITE B GAINESVILLE, FL 32601

BUSINESS LOCATION 806 NW 16TH AVE, SUITE B

BUSINESS PHONE 352-374-9909

BUSINESS E-MAIL emery@springfieldlawpa.com

Thank you for paying your business taxes for the period October 1, 2014 - September 30, 2015.

Table with 3 columns: CATEGORY, DESCRIPTION, TAX FEE. Rows include 1000 STATE LICENSE/CERTIFICATION REQUIRED, 1001 FICTITIOUS NAME REQUIREMENT, 1900 ATTORNEY/LAWYER, and summary rows for TOTAL ASSIGNED, TOTAL PAID, and AMOUNT DUE.

APPROVED MB/FINANCE DIRECTOR



FE7252783D35468DB3B75EF288FC3ADF

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email btmail@cityofgainesville.org

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION DURING THE YEAR TO btmail@cityofgainesville.org OR TO WEB SITE http://eservices.cityofgainesville.org



Planning and Development Services Department
 Planning Division
 P.O. Box 490, Station 12
 Gainesville, FL 32627-0490
 P: (352) 334-5023
 F: (352) 334-3259

ADDENDUM

Zoning Compliance Approval Form

For Office Use Only

ZCP #: zc-10-00123-NEW OWNER Date: 6/10/2014
 ZCP Approved ZCP Approved with Conditions ZCP Denied



A Zoning Compliance Approval Form must be completed for the following: Zoning approval for non-residential uses, Building Inspections Department approval (Change of Use or Occupancy Permit, if needed), and Business License Tax. Please be aware that Day Care Centers, Assisted Living Facilities, Group Homes and Businesses moving into new location may require additional permits and/or approvals, please contact the Building Inspections Department at (352) 334-5050.

Please read and initial the following statements:

- JBS I understand that I must Comply with the Current Florida Building Code through the Building Inspections Department (352) 334-5050, the Current Florida Fire Prevention Code through the Gainesville Fire Rescue Risk Reduction Bureau (352) 334-5065, and obtain any necessary permits for Construction and Remodeling.
- JBS I understand that I must obtain a Local Business Tax Receipt (Business License) through the Finance Department (352) 334-5024.
- JBS I understand that falsifying any information may result in my Zoning Compliance Approval being revoked.

After completing this page, forward the document to the Planning Department (drop off, mail, fax, or e-mail) for processing. After the Zoning Compliance Approval Form is processed, it will be returned to the Applicant as requested at the bottom of this page of the application.

Part 1 - To be completed by Applicant

New Application Renewing Application for Business License

Name of Business: Springfield Law, P.A.
 Address of Business: 804 NW 16th Ave, Suite B
 City: Gainesville State: FL Zip Code: 32601
 Business Phone #: (352) 371-9909 Fax: (352) 377-4077
 Proposed Use of Premises: law office
 Applicants Name: Jennifer B. Springfield
 Mailing Address: same as above
 City: _____ State: _____ Zip Code: _____
 Business Phone #: (352) 371-9909 E-Mail Address: jennifer@springfieldlawpa.com
 Signature of Applicant: Jennifer B. Springfield Date: 06/09/2014
 Return to Applicant by: Pick up at Thomas Center Regular Mail Fax E-mail

Zoning Compliance Approval Form

Part 2 – To be completed by staff

Planning Division Analysis

Initial Review Date: 6/10/2014 Tax Parcel Number: 09944-060-002
Map Number: 3750 Zoning District: PD SIC Code: MG81

Murphy Wellfield Protections Permit

Located in Wellfield Zone: [] Yes [X] No Primary Secondary Tertiary
Permit Required: EXEMPTION [X] WELLFIELD SPECIAL USE PERMIT WELLFIELD PERMIT
Conditions or Comments: _____

Special Overlay Plans or Districts: [] Yes [X] No

[] Central Corridors	[] NW 39 th Avenue	[] Corporate Park
[] Traditional City	[] University Heights	[] SW 13 th Street
[] Five Points	[] Gateway Street	[] Special Environmental Overlay
[] Idylwild-Serenola	[] College Park	[] Significant Ecological Communities

Parking Standard for Zoning District

Parking Standard, Vehicle: 1 per 300 SF Bicycles: 10% of Vehicle Standard

Comments: _____

SIGNATURE/PLANNING DIVISION Michael G. Idoye DATE: 6/10/2014