

**FIRST AMENDMENT TO THE CONTRACT FOR MOWING AND GROUNDS MAINTENANCE OF THE CITY OF GAINESVILLE'S RAIL TRAIL**

This AMENDMENT is entered into this 23<sup>rd</sup> day of April, 2019 by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and OASIS LANDSCAPE SERVICES, INC. ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into a Contract for Mowing and Grounds Maintenance of the City of Gainesville's Rail Trail dated August 28, 2018, and

WHEREAS, the CITY and CONTRACTOR desire to amend the Contract.

NOW, THEREFORE, the parties agree to the following:

1. This Amendment shall become effective upon execution.
2. The Contract is hereby amended to add to the scope of work the maintenance of Rail Trail from NW 45<sup>th</sup> Avenue to NW 39<sup>th</sup> Avenue consisting of mowing, sweeping/blowing, and litter removal and trash pick-up on the same schedule in the Contract as other Rail Trail locations where those tasks are done. All work is subject to the same terms and conditions except as modified by this Amendment.
3. Paragraph 2 of the Contract is deleted and replaced with the following:

The CITY shall pay Fifty Thousand Five Hundred Sixty Two Dollars and Twenty Cents (\$50,562.20) annually to the CONTRACTOR for the faithful performance of this Contract in the sums due upon verified invoice within 30 days of receipt in accordance with the Invitation to Bid.

4. Except as modified by the Amendment, all terms and conditions of the Contract shall remain in full force and effect.
5. This Amendment, together with the original Contract dated August 28, 2018, constitutes the entire contract between parties.

(Seal)

WITNESS:

*Tina Loyd*  
Title: Office Manager

OASIS LANDSCAPE SERVICES, INC.:

*Rob Cheney*  
Title: G.M.

WITNESS:

*Jessica Krausz*  
Title: Executive Assistant, Sr.

CITY OF GAINESVILLE:

*[Signature]*  
Title: Asst City Mgr

APPROVED AS TO FORM AND LEGALITY

By: *[Signature]*  
David C. Schwartz, Asst. City Attorney II  
City of Gainesville, Florida

CONTRACT FOR MOWING AND GROUNDS MAINTENANCE OF THE  
CITY OF GAINESVILLE'S RAIL TRAIL

THIS CONTRACT is entered into this 28<sup>th</sup> day of August, 2018, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and OASIS LANDSCAPE SERVICES, INC. ("CONTRACTOR").

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract as provided by the following enumerated Specifications and Documents ("Contract Documents"), attached and made part of this Contract:

- a. This Contract
- b. Addendum #1 dated June 28, 2018
- c. City of Gainesville Invitation to Bid #RECP-190001-DM dated June 19, 2018
- d. Proposal of Oasis Landscape Services, Inc. dated July 5, 2018

In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The CITY shall pay Forty-Eight Thousand Four Hundred Two Dollars and Twenty Cents (\$48,402.20) annually to the CONTRACTOR for the faithful performance of this Contract in the sums due upon verified invoice within 30 days of receipt in accordance with the Invitation to Bid.

3. The CONTRACTOR and the CITY further agree that time is of the essence of the CONTRACT and that the work under the CONTRACT is required to be completed within the time specified in the Contract Documents.

4. The term of this Contract shall commence on October 1, 2018 and shall end on September 30, 2020. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the parties may agree to extend the term of this Contract for a 12-month period with a maximum of two (2) such extensions.

5. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties.

6. CONTRACTOR shall be considered an independent CONTRACTOR and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents.

7. This Contract shall be interpreted in accordance with the laws of the State of Florida, except for its conflict of laws' provisions. In the event of any legal proceedings arising from or related to this Contract, venue for such proceedings shall be in Alachua County, Florida.

8. 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:

a. Keep and maintain public records required by the CITY to perform the service.

b. Upon request from the CITY's custodian of public records, provide the CITY 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 Chapter 119, F.S., or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

d. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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, STEVEN R. PHILLIPS, (352) 393-8755, PHILLIPSSR@CITYOFGAINESVILLE.ORG, OR PO BOX 490, STA 30, GAINESVILLE, FL 32627.

9. Any notice required under this Contract shall be addressed as follows and delivered via US Post or express mail:

CITY  
City of Gainesville  
PO Box 490, Station 30  
Gainesville, FL 32627  
Attn: Steven Philips, PRCA Director

CONTRACTOR  
Oasis Landscaping Services, Inc.  
6812 NW 18<sup>th</sup> Drive  
Gainesville, FL 32653  
Attn: Rob Cheney

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

ATTEST OR WITNESS:  
  
\_\_\_\_\_  
Title: Office Manager

(SEAL)  
OASIS LANDSCAPING SERVICE, INC.  
  
\_\_\_\_\_  
Title: G.M.

ATTEST OR WITNESS:  
  
\_\_\_\_\_  
Title: Program Coordinator

CITY OF GAINESVILLE:  
  
\_\_\_\_\_  
Title: DIRECTOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney



## ADDENDUM NO. 1

Date: June 28, 2018

Bid Date: July 17, 2018  
at 3:00 P.M. (Local Time)

Bid Name Mowing and Grounds Maintenance at Gainesville's  
Rail Trail

Bid No.: RECP-190001-DM

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on June 28, 2018.

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 by 3:00 p.m.(local time), July 2, 2018. Questions may be submitted as follows:

Email: [mcphalldt@cityofgainesville.org](mailto:mcphalldt@cityofgainesville.org)

or

Faxed (352) 334-3163

Attention: Darius McPhall

2. Please find attached:

- a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).
- b) Copy of the Pre-Bid sign-in sheet for your information.

3. Darius McPhall, Purchasing Division, discussed bid requirements.

- a. Sign-in Sheet is circulating. Failure to sign will result in bid not being accepted
  - i. Submitted bid to match business name as signed in at pre-bid.
- b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on July 17, 2018. Any bids received after 3:00 p.m. on that date will not be accepted.
- c. Send questions in writing to Darius McPhall via email or fax.
  - i. All communication through Darius McPhall or purchasing staff only. Do not communicate with other City staff.
  - ii. Question deadline July 10, 2018 at 3 p.m.
- d. Discussed bid due date, time and delivery location.
  - i. Deliver (or have delivered) to Purchasing by 3:00 p.m. on July 17, 2018.
- e. Blackout period
- f. Discussed Living Wage, Local Preference

- i. Living wage- This contract is a covered service, but bidders must refer to Exhibit E, Living Wage Decision Tree as a guideline to determine if it applies to your firm.
- g. Various forms (i.e. addenda, reference form, resource form, technical expertise and experience form, etc.) are to be completed and returned with your bid.
  - i. Sign, date and return all Addenda
- h. This is a best evaluated bid. Award will not be based on low bid. Other criteria will be used in evaluating the bids submitted (See Bid Specifications, Section 5 and Technical Specifications Section 2 of the bid document). Attachment #1, #2 and #3 of the bid document must be completed and submitted with your bid. Read bid thoroughly and submit all required information.

4. John Weber, Parks, Recreation and Cultural Affairs, discussed the project scope

- John has evaluated numerous bids. He stressed the importance of reading the bid document thoroughly. Some issues he has observed with bids submitted include: Lack of complete information, incorrect references (references do not match type of work being bid), over or under pricing, not returning all requested documents.

The following are answers/clarifications to questions received at the mandatory pre-bid conference:

- 5. Question: When was the last time this project bid?  
Answer: August 21, 2014
- 6. Question: What are the tentative dates of mowing?  
Answer: Please refer to the specifications for mowing frequencies and times. The desired schedule is listed in the specifications.

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: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF \_\_\_\_\_ FINANCIAL SERVICES  
GAINESVILLE PROCEDURES MANUAL

**41-423      Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department 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.



CITY OF GAINESVILLE  
 GENERAL GOVERNMENT PURCHASING DIVISION  
 MANDATORY PRE-BID CONFERENCE  
 Mowing and Grounds Maintenance of City of Gainesville's Rail Trail  
 DATE: June 28, 2018@ 8:00 AM LOCAL TIME  
 BID #RECP-190001-DM  
 DUE DATE: July 17, 2018, AT 3:00PM

**YOUR COMPANY'S NAME, ADDRESS & PHONE NUMBER**

**YOUR SIGNATURE, PRINTED NAME, EMAIL ADDRESS & FAX NUMBER**

1) OASIS LANDSCAPE SERVICES, INC  
6812 NW 18 DR  
GAINESVILLE FL 32653  
 PHONE # (352) 373-9530

Rob Cheney  
 SIGNATURE  
ROB CHENEY  
 PRINTED NAME  
 E-MAIL: rob@oasislandscapeservices.com  
 FAX # (352) 372-7468

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RC	RC	RC	RC	RC	RC						

2) Green Maintenance + Cleaning  
Lewis Walker Roofing  
Lake City, FL  
 PHONE # (352) 210 4131

[Signature]  
 SIGNATURE  
Darryl Sanchez  
 PRINTED NAME  
 E-MAIL: frenchy175777@gmail.com  
 FAX # ( )

1	2	3	4	5	6	7	8	9	10	11	12
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[Signature]	[Signature]	[Signature]	[Signature]	[Signature]	[Signature]						

3) GAINESVILLE LANDSCAPING (DBA)  
TACKREL ENTERPRISES  
4306 NW 21<sup>ST</sup> ST GAINESVILLE, FL 32605  
 PHONE # (352) 519 9193

[Signature]  
 SIGNATURE  
BUCK ORCAN  
 PRINTED NAME  
 E-MAIL: BUCK@GAINESVILLELANDSCAPING.COM  
 FAX # ( ) N/A

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BOB	BOB	BOB	BOB	BOB	BOB	BOB	BOB	BOB	BOB	BOB	BOB



CITY OF GAINESVILLE  
 GENERAL GOVERNMENT PURCHASING DIVISION  
**MANDATORY PRE-BID CONFERENCE**  
 Mowing and Grounds Maintenance of City of Gainesville's Rail Trail  
 DATE: June 28, 2018@ 8:00 AM LOCAL TIME  
 BID #RECP-190001-DM  
 DUE DATE: July 17, 2018, AT 3:00PM

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<i>Bob</i>	<i>Bob</i>	<i>Bob</i>	<i>Bob</i>	<i>Bob</i>	<i>Bob</i>	

YOUR **COMPANY'S** NAME, ADDRESS & PHONE NUMBER

4) Brightview Landscape Services  
641 SW 13<sup>th</sup> Street  
Ocala, FL 34471  
 PHONE # (407) 221-9759

YOUR SIGNATURE, PRINTED NAME, EMAIL ADDRESS & FAX NUMBER

*[Signature]*  
 SIGNATURE  
Jonathan Hunt  
 PRINTED NAME  
 E-MAIL: jonathan.hunt@brightview.com  
 FAX # (352) 368-2184

1	2	3	4	5	6	7	8	9	10	11	12
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
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5) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 PHONE # (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 PRINTED NAME  
 E-MAIL: \_\_\_\_\_  
 FAX # (\_\_\_\_) \_\_\_\_\_

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6) \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE

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

**Issue Date: June 19, 2018**

***Mandatory Pre-Bid Conference:***

**June 28, 2018 @ 8:00 a.m.**  
**At 4044 NE 54<sup>th</sup> Ave.**  
**Gainesville, Florida 32609**

**NOTE:** A tour of the sites will be provided as part of the pre-bid conference. The tour of all 19 sites is mandatory (See attachment #4).

**Question Submittal Deadline is: July 2, 2018**

**Bid Due Date: July 17, 2018@ 3:00 p.m.**

**INVITATION TO BID**  
**(Best Evaluated Bid)**  
**Mowing and Grounds Maintenance of City of Gainesville's Rail**  
**Trail**

**BID NO. RECP-190001-DM**

**Procurement Representative:**

Darius McPhall  
Procurement Division  
Phone: (352) 334-5021  
Fax: (352) 334-3163  
Email: [McPhalldt@cityofgainesville.org](mailto:McPhalldt@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: June 19, 2018**

**BID #: RECP-190001-DM**

**BID NAME: Mowing and Grounds Maintenance of City of Gainesville's Rail Trail**

**BID DATE: July 17, 2018**

**@ 3:00 p.m. (local time)**

Sealed bids will be received by the City of Gainesville, Florida, at General Government Procurement until 3:00 p.m., local time, on the bid date, at which time and place all bids will be publicly opened and will be available for inspection upon notice of award or intended award or within 30 days after bid opening, whichever is earlier. If special accommodations are needed in order to attend a pre-bid conference or a bid opening, please contact the Procurement Division at least 72 hours in advance. Bid prices may be read at the public bid opening, at the sole discretion of General Government Procurement. Bids must be in the possession of General Government Procurement prior to bid call at 3:00 p.m. on the bid date. Possession is defined as being physically received in General Government Procurement at City Hall, 200 East University Avenue, Room 339, Gainesville, Florida 32601. The time clock located in General Government Procurement will be the official time for bid call. Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. ANY BID RECEIVED IN GENERAL GOVERNMENT PROCUREMENT AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Bids must be completed and signed in ink in space[s] provided on the enclosed bid form(s) and submit one (1) original 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.

**MANDATORY PRE-BID CONFERENCE:** There will be a Mandatory Pre-Bid Conference on June 28, 2018 at 8:00a.m. located at 4044 NE 54th Ave Gainesville, FL 32609. Failure to attend the Mandatory Pre-Bid Conference will disqualify prospective bidders.

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.

Darius McPhall, Buyer II  
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: **Mowing and Grounds Maintenance of City of Gainesville's Rail Trail**

BID #: **RECP-190001-DM**

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

Name: Darius McPhall	Telephone: 352-334-5021
	Fax: 352-334-3163
	Email: mcphalldt@cityofgainesville.org

Bidder Legal Name: \_\_\_\_\_

Bidder Alias/DBA: \_\_\_\_\_

Bidder's  
Address \_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_ Telephone Number \_\_\_\_\_

Date: \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only 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) Price
- (b) Technical Expertise and Experience (Complete Attachment #3)
- (c) Past Performance/Reputation (Complete Attachment #1)
- (d) Resource Availability/Allocation (Complete Attachment #2)

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.

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, 2020.

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

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

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 \$12.0673 \_\_\_\_\_ per hour (Living Wage with Health Benefits) or \$13.3173 \_\_\_\_\_ 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 the work in accordance with the specifications for;

Price per year \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

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 AND/OR DISABLED VETERAN BUSINESS STATUS**

**Check one**

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

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

**LIVING WAGE COMPLIANCE**

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

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

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

SIGNATURE ACKNOWLEDGES THAT: (Check)

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

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

CORPORATE SEAL (If corp.)

ATTEST/WITNESS:

BIDDER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By\_\_\_\_\_

By\_\_\_\_\_

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

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

# TECHNICAL SPECIFICATIONS

## 1: Rail Trail Mowing and Maintenance Services

### **THE WORK**

The landscape & mowing work required shall be performed in a competent and professional manner. In addition, roadside work is to be performed according to Florida Department of Transportation Roadway and Traffic Design Standards and may require signage and other measures to be taken to safely work alongside or in a roadway.

### **Mowing, string trimming, & trash frequency:**

#### **ROW/ Rail Trail**

Service to be provided per the attached schedule. Only trash collection and mowing services apply. Blowing may be required if debris needs to be removed due to mowing.

All areas shall be evenly mowed at a 3" height with sharp blades to avoid scalping, torn grass, and uncut grass. Mowing equipment must not damage beds, plantings, trees, and other areas that are not to be mowed. Grass clippings shall not be discharged onto the roadway, flowerbeds, or onto the bike trail, or sidewalks. If they are, the contractor is responsible for their removal before completion of the mowing cycle.

All equipment and supplies required to perform the work shall be provided by the contractor. All equipment used shall be in good operating condition. All safety equipment shall be operational and in use at all times. No unshielded mowers shall be utilized. The contractor must have sufficient equipment to meet the needs of the contract.

All labor shall be provided by the contractor to meet the requirements of the contract. Employees of the contractor must be fully trained and competent to perform the task assigned them. Employees of the contractor must act and dress professionally. Shirts and appropriate clothing are required. Uniform and company shirt preferred.

The contractor shall be responsible for picking up all trash immediately prior to each mowing cycle. Any litter and trash debris that is missed and or mowed must be picked up before leaving the site. The contractor shall be responsible for the proper and legal disposal of the trash. Disposal shall not be into City containers.

**PROJECT LOCATIONS:**

LOCATIONS	MOWING, TRASH REMOVAL
Rail trail area Eastside of NE Waldo Road From 5901 NE Waldo Road South to 39 <sup>th</sup> Ave. 20' – 40' width.	X
Right of Way & Rail trail Area Eastside of Waldo Road from 39 <sup>th</sup> Ave. to Univ. Ave. Curb to fence line.	X
Rail trail Area from SW corner of Univ. Ave. & Waldo Road SW to 400 feet West of SE 7 <sup>th</sup> Street.	X
Rail trail on Depot Avenue from South Main to SW 11 <sup>th</sup> Street.	X
ROW Along Archer Road located adjacent to VA Parking lot East of SW 16 <sup>th</sup> Ave. Width varies.	X
Rail Trail Area from Boulware Springs Park to Depot Avenue.	X
Rail Trail from Depot along SW and NW 6 <sup>th</sup> Street to NW 16 <sup>th</sup> Avenue.	X
Terwilliger Rail Trail from 5900 Block of West Newberry Road to Terwilliger School rear Entrance.	X
NW 45 <sup>th</sup> Avenue Bike Path from corner of NW 45 <sup>th</sup> Avenue and NW 25 <sup>th</sup> Drive to NW 28 <sup>th</sup> Street.	X
Norton Bike Path on the Westside of Norton Elementary School from NW 45 <sup>th</sup> Avenue to NW 53 <sup>rd</sup> Avenue.	X



## Mowing Services Contract Schedule

### Rail Trail Mowing, Trash, String Trimming and Blowing Dates

Month	Dates of Services
February	15th
March	15 <sup>th</sup>
April	15 <sup>th</sup>
May	1 <sup>st</sup> & 15 <sup>th</sup>
June	1 <sup>st</sup> & 15 <sup>th</sup>
July	1 <sup>st</sup> & 15 <sup>th</sup>
August	1 <sup>st</sup> & 15 <sup>th</sup>
September	1 <sup>st</sup> & 15 <sup>th</sup>
October	1 <sup>st</sup> & 15 <sup>th</sup>
November	15th

## 2: Rail Trail Landscape Services

NW 6<sup>th</sup> Street from University Avenue to NW 16<sup>th</sup> Avenue

### THE WORK

The work at these locations will include mowing existing turf, weed-eating areas mowers cannot access, edging curb and walk, edging beds, trimming shrubs, weeding beds, blowing off paved surfaces, and removing trash and debris. The sites shall be tended once each month January through March, and twice each month April through September.

Mowing will be performed (15) times per year. Mowing height of cut at each mowing visit should not be less than three (3) inches. There will not be any mowing services performed from December 1<sup>st</sup> through January 31<sup>st</sup>. The mowing must not take place before 8:00 AM. Should inclement weather interfere with scheduled visit, the contractor must contact Park Operations with alternate schedule.

All sidewalks, curbs, shrub beds and seating walls will be edged at each site visit.

String trim around all objects not accessible by a mower. String trimming height is to be the same as mowed finish height. Trimming will be performed at every mowing cycle as required. Scalping of turf or girdling of trees will not be accepted.

Sweep/blow all paved areas on each mowing cycle in order to keep a neat appearance. Blowing will not begin prior to 8:00 AM – no exceptions. The contractor is responsible for removing all debris created during site visits.

Spray with systemic or contact herbicide as needed for weed control. Hand weed when necessary. Herbicide application must be performed by or under supervision on appropriate licensed pesticide applicator. **BEDS MUST BE MAINTAINED WEED FREE.**

Trash and other debris on each mowing will be picked up and removed. Any limbs, sticks, palm fronds, or other natural debris must be removed from site with each visit. Trash such as bottles, cans, paper or other man made materials must be removed from site with each visit.

The City will be responsible for the upkeep and maintenance of the irrigation system. Contractor will be responsible for any damages caused by its operators or equipment. **Contractor must notify Park Operations of any damage caused by the contractor on the day damage occurred.**

**PROJECT LOCATIONS:**

LOCATIONS	MOWING, WEEDING / EDGING, TRASH AND HERBICIDE, REMOVAL DEBRIS
Landscape beds on NW 6 <sup>th</sup> Street from Univ. Avenue to NW 7 <sup>th</sup> Avenue.	X
Landscape beds along the trail from NW 8 <sup>th</sup> Avenue to NW 16 <sup>th</sup> Avenue.	X

**3: Depot Rail Trail & Helyx Plaza Mowing and Landscape Services**

**THE WORK**

Proper maintenance of these sites requires a high level of knowledge, professional judgement and quality services. The results of these maintenance activities will be highly visible to the community and are essential to the look and vitality of each project.

The Depot Avenue Rail Trail extends from SW 13th Street to SW 11th Street. The Helyx Plaza is situated at the western end of the Depot Rail Trail, adjacent to SW 13th Street. The two projects create

public value through targeted improvements and enhancements in transportation and neighborhood infrastructure. This site includes low maintenance plantings, lighting, irrigation and site furnishings including benches, bike racks, and a rail cart for visitors to interact with.

**Weed Removal:** The preferred method for weed removal is by hand. Weeds taller than 3” in height shall be removed by hand. Weeds shorter than 3” may be treated with herbicides. All herbicides shall be fast-dissipating and applied only per manufacturer’s label. Dead weeds shall be removed from the site within seven (7) days. Herbicides used in bio-ponds and bio swales (wet areas) must be specifically labeled for use in surface waters.

The following areas shall be maintained as weed free:

- a. Planting beds
- b. Sidewalks
- c. Masonry structures, walls adjacent to sidewalks

**Pest Control:** Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs and trees. This approach will include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications will be performed when temperatures are below 90°F and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils and biological controls such as *Bacillus thuringiensis* (Bt) formulations.

**Litter Removal:** Contractor shall pick-up trash and other debris in the service area including on paved surfaces, in planters, in landscaped beds, in tree wells with and without grates, and on benches during each weekly service visit. Contractor shall dispose of all trash and debris off-site. Contractor duties do not include emptying waste receptacles.

**Sweeping/Blowing:** Sweep/blow paved surfaces, planter walls, adjacent streets, and benches. Dispose of collected sweepings offsite. Keep a clean, defined edge between mulched planting beds and paved surfaces. If motorized leaf blowers are used, Contractor shall not begin prior to 8:00 a.m. – NO EXCEPTIONS.

**Mulching:** All mulched areas will be replenished once a year in November.

- a. Mulch all planting areas with 3” of pine straw mulch.
- b. Mulch will not be placed against the trunks of trees/plants.
- c. All bed edges will be trenched to help contain the applied mulch.

**Annual and Perennial Flowers Care:** Certain landscapes contain annual and perennial plant materials that require care above and beyond what is needed for basic shrubbery.

Contractor shall provide these services at least twice per month:

- a. Deadhead (spent blossoms & dead foliage) in season to ensure flowering vigor and dispose of material offsite.

b. Provide fertilization services as described in Fertilization section.

Park Operations reserves the right to change planting materials requirements at any time during the term of the contract.

**Tree & Shrub Pruning:** Tree and shrub pruning should occur twice a year, in January and July unless otherwise noted or approved by Park Operations. Pruning shall be performed for public safety, strong growth habits such as central leaders, thinning or opening to promote spread tree spread and shading potential, and to remove dead limbs and branches. No more than one fourth of the branch area shall be removed at any pruning. Seed pods and falling boots of palm trees shall be removed during pruning activities. Pruning methods shall meet all ANSI A300 Standards [https://www.tcia.org/TCIA/BUSINESS/ANSI\\_A300\\_Standards\\_/Part-1](https://www.tcia.org/TCIA/BUSINESS/ANSI_A300_Standards_/Part-1). Any tree improperly pruned thus causing substantial damage to the structural habit of the tree shall be replaced at the Contractors expense to a size and specification of the tree that was damaged. All trimmings are to be removed and disposed offsite. It is recommended that an ISA Certified Arborist be consulted and/or utilized for tree work needed for limbs that exceed two (2) inches in diameter.

**Shrub Trimming:**

- a. Shrubs will be pruned with sharp hand shears as needed to provide a manicured, formal shape, fullness and blooms.
- b. Trim all shrubbery using proper horticultural techniques so that shrubbery is healthy and well-maintained. Remove all dead, diseased or unsightly branches from shrubs. Remove all runners and vines that start to climb buildings, masonry walls, shrubs and trees.
- c. No pruning will be done during or immediately following growth flushes.
- d. Ornamental grasses are to be cut back in March.
- e. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.
- f. The Contractor will remove all trimmings and dispose offsite.
- g. The Contractor will remove all dead shrubs and dispose offsite.

**Fertilization:** Fertilizer shall be slow release. Fertilize plants three (3) times per year in March, July and October with the following materials:

- a. Azaleas and camellias: special azalea and camellia fertilizers.
- b. Ornamental shrubs, trees and ground covers: 6-6-6-, 50% organic. Rate is to be 1 pound of nitrogen per 1,000 square feet of application.
- c. Annuals: Slow release fertilizer such as Osmocote or Nutricote incorporated into the bed at planting and applied thereafter according to label instructions.
- d. Fertilizer should also contain magnesium and micronutrient amendment. Contractor shall punch fertilizer shallowly into soil where slopes may encourage runoff.
- e. Nutrient deficiencies shall be treated with supplemental applications of the deficient nutrient.
- f. Contractor shall provide documentation of fertilizer application upon completion.

**Mowing:** All grass areas shall be mowed to maintain a neat and clean appearance. Grass shall be cut with sharp blades to a height of no less than 3". Contractor shall not leave cut grass in piles or rows. Litter, rocks and debris must be removed from grass areas so mower decks will not cut this material. No clippings shall be left on paved surfaces including sidewalks, street gutters and travel lanes. If motorized leaf blowers are used, Contractor shall not begin prior to 8:00 a.m. – NO EXCEPTIONS.

**Mowing Frequency:** Mowing shall occur once each month in February and March and twice each month in April through October and once in November.

**Edging:** Grass areas shall be edged to establish a clean line between walkways, planting beds, buildings, or other structures located within grass areas. Edging shall be done with each mowing visit. Contractor shall remove all clippings from paved surfaces.

**Irrigation:** The City will be responsible for the upkeep and maintenance of the irrigation system. Contractor will be responsible for any damages caused by its operators or equipment. **Contractor must notify Park Operations of any damage caused by the contractor on the day damage occurred.**

**Limits of Work Area:** Depot Rail Trail (1100-1300 BLK) & Helyx Plaza – located between SW 13th Street and SW 11th Street, Gainesville, FL. The eastern limits of the work begin at the 2 stainless bollards near SW 11th St. and the western limits include the terraced planters, stairs, plaza, and sidewalk below the bridge.

**COMPLETION AND INSPECTION:**

The contractor shall notify the City's designee upon completion of each maintenance cycle to allow for inspection. Notification should occur within 24 hrs. of completion or payment may be delayed.

The City's representative shall inspect the contractors completed work following notification by the contractor. Payment may be delayed or withheld if the maintenance services have not been completed in accordance with the contract or in their entirety. The City's representative will notify the contractor if there is a deficiency that requires correction before payment will be made. Services that are not performed according to the schedule may result in liquidated damages at the discretion of the City of Gainesville.

A ten percent reduction in the monthly payment may be made for each day work is late or not completed in its entirety past the scheduled service date if prior approval for delay is not secured from the City's contract designee.

# **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.**

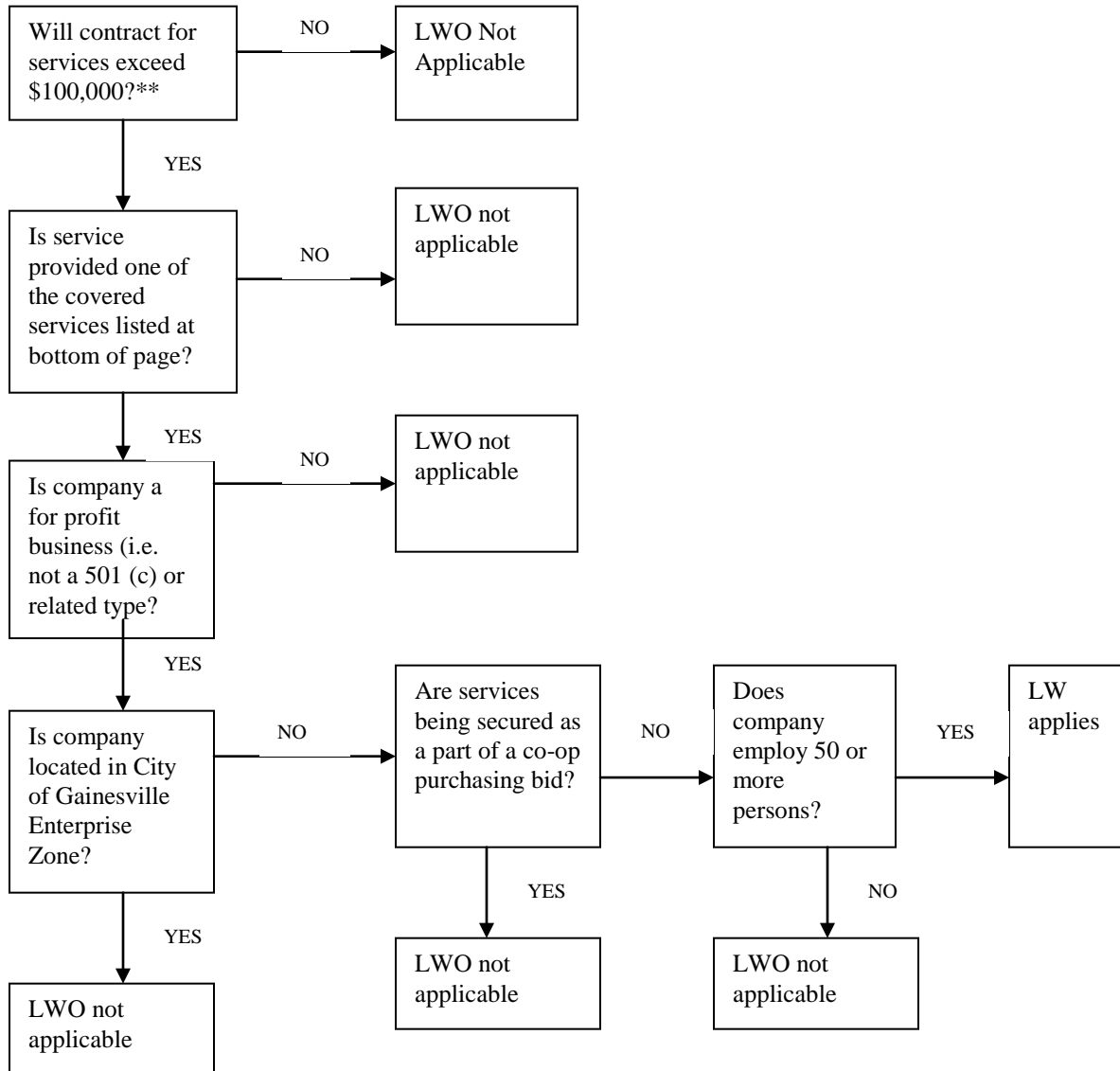
The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(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.

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

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

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

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

**CITY OF GAINESVILLE**

**DRUG FREE WORKPLACE FORM**

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

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

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

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

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date



CITY OF GAINESVILLE

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

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

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

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

## DEBARRED AND SUSPENDED BIDDERS

### Breach of Contract

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

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

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

5. Causes and Conditions Applicable to Determination of Debarment.

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

(a) Causes

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

(b) Conditions.

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

be based entirely on the record of facts obtained by the original debaring agency, or upon a combination of such facts and additional facts.

- 5.1 Period of Debarment.
- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
  - (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.
6. Suspension of Bidders.
- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Procurement Division shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).
- 6.1 Causes and Conditions Under Which the City May Suspend Contractors
- (a) The Procurement Division may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
    - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
    - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
    - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.
- 6.2 Period of Suspension.
- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.
7. Scope of Debarment or Suspension.
- (a) A debarment or suspension may include all known affiliates of a concern or individual.
  - (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
  - (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.
8. Notice of Debarment or Suspension.

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

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if 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),  
\_\_\_\_\_ certifies to the best of its knowledge and belief that it  
and its principals:

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

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

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

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

**CITY OF GAINESVILLE**

Revised: 4/4/2005

**TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS**

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

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

**SUBCONTRACTORS**

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

**MATERIALS SUPPLIERS**

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

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

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

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

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

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

**BID #:RECP-190001-DM**

**DUE DATE: July 16, 2018**

**SEALED BID ON:**

**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



**IMPORTANT!**

**Attachment #1  
Reference Form**

**IMPORTANT!**

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. *BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM.*

**BIDDER:** \_\_\_\_\_  
**PROJECT:** Mowing and Grounds Maintenance of City of Gainesville's Rail Trail  
**BID#:** \_\_\_\_\_ **BID DUE DATE:** \_\_\_\_\_

Number of years your company has been doing this type of work: \_\_\_\_\_ years. A MINIMUM OF 5 YEARS EXPERIENCE IN COMMERCIAL LANDSCAPE MAINTENANCE FOR PERSONNEL IN A SUPERVISORY ROLE. THIS INCLUDES FIELD SUPERVISORY STAFF. FIELD AND LABORFORCE MUST HAVE 1 YEAR EXPERIENCE IN COMMERCIAL LANDSCAPE MAINTENANCE.

List at least **five (5)** references of similar landscaping or mowing jobs performed over the past two years. You may use additional pages.

- 1) Job Location: \_\_\_\_\_ Date work performed: \_\_\_\_\_  
 Business Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_
- 2) Job Location: \_\_\_\_\_ Date work performed: \_\_\_\_\_  
 Business Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_
- 3) Job Location: \_\_\_\_\_ Date work performed: \_\_\_\_\_  
 Business Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_
- 4) Job Location: \_\_\_\_\_ Date work performed: \_\_\_\_\_  
 Business Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_
- 5) Job Location: \_\_\_\_\_ Date work performed: \_\_\_\_\_  
 Business Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**IMPORTANT!**

**Attachment #2  
Resource Form**

**IMPORTANT!**

*THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM.*

Bidders must list all equipment that is to be used in maintaining the Rail Trail and ROW outlined for this project. The Contractor shall maintain and own appropriate equipment. Equipment used shall have the capacity required to manage the grounds at Evergreen Cemetery to the highest quality. Examples of the equipment, at a minimum, are Zero Turn Radius (ZTR) type mowers, string trimmers, edgers, blowers, hedge trimmers, and other small equipment used for landscape work.

**All mowing equipment to be used on this project must be commercial grade and less than 10 years old. All hand held equipment such as string trimmers, blowers, edgers and other machines must be less than 5 years old. Transportation vehicles must be less than 15 years old and trailering equipment must be less than 15 years old.**

**BIDDER:** \_\_\_\_\_  
**PROJECT:** Mowing and Grounds Maintenance of City of Gainesville's Rail Trail  
**BID #:** \_\_\_\_\_ **BID DUE DATE:** \_\_\_\_\_

**EQUIPMENT**

**Make/Model**

**Year (age)**

**Use of Equipment**

1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____
5)	_____	_____	_____
6)	_____	_____	_____
7)	_____	_____	_____
8)	_____	_____	_____
9)	_____	_____	_____
10)	_____	_____	_____

**IMPORTANT!**

**Attachment #3**

**IMPORTANT!**

**Technical Expertise and Experience Form**

**BIDDER:** \_\_\_\_\_  
**PROJECT:** Mowing and Grounds Maintenance of City of Gainesville's Rail Trail  
**BID #:** \_\_\_\_\_ **BID DUE DATE:** \_\_\_\_\_

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM. BIDDERS MUST DEMONSTRATE AT A MINIMUM THE FOLLOWING EXPERIENCE LEVELS FOR STAFF THAT WILL BE WORKING ON SITE OR SUPERVISING THE WORK ON THE RAIL TRAIL AND RIGHT OF WAY.

A MINIMUM OF 5 YEARS EXPERIENCE IN COMMERCIAL LANDSCAPE MAINTENANCE FOR PERSONNEL IN A SUPERVISORY ROLE. THIS INCLUDES FIELD SUPERVISORY STAFF. FIELD AND LABORFORCE MUST HAVE 1 YEAR EXPERIENCE IN COMMERCIAL LANDSCAPE MAINTENANCE.

Please describe your experience in landscape maintenance services. You may use extra pages.

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**IMPORTANT!**

**Attachment #4**

**IMPORTANT!**

**Mandatory Pre-Bid Meeting Stops**

**Mowing and Grounds Maintenance of City of Gainesville's Rail Trail**

**Mandatory Pre-Bid Meeting Stops**

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**START AT:**

• **NE 54<sup>th</sup> Avenue**

This is north of the Airport Industrial Park entrance. It is located near the Performance Food Group warehouse on Waldo Road.

• **Waldo Road and NE 39<sup>th</sup> Avenue will be the first location to stop.** There is a bus stop just north of 39<sup>th</sup> Avenue and a median on Waldo Road just north of 39<sup>th</sup> Avenue. Please pull off the roadway headed in the north direction.

• **NE 23<sup>rd</sup> Avenue and Waldo Road**

We will be pulling off Waldo Road onto NW 23<sup>rd</sup> Avenue. Please turn to the east. This will have you on the rail trail corridor. We will pull back out onto Waldo Road and head south from here.

• **SE 1<sup>st</sup> Avenue and Waldo Road**

This stop is located behind Advanced Discount Auto Parts.

• **SE 9<sup>th</sup> Street and SE 5<sup>th</sup> Avenue**

This location is at Spring Hill Park. It is off Waldo Road to the west

• **SE 7<sup>th</sup> Avenue and SE 7<sup>th</sup> Street**

This stop is located at the Lewis Oil Company.

• **Depot Avenue and Main Street**

We will be parking on SW 2<sup>nd</sup> Avenue one block West of South Main Street on the Northside of Depot Avenue.

• **Helyx Plaza and Trail Corridor**

This location is at SW 11<sup>th</sup> Street and Depot Avenue. The work will begin at SW 11<sup>th</sup> street and continue westbound to the Helyx Bridge. It will include the mowing and landscaping along the trail.

• **SW 13<sup>st</sup> Street Overpass**

This stop we will utilize the Right of Way to park between Shands Cancer Center and the overpass at 13<sup>th</sup> street. You will be on the south side of Archer Road facing east.

• **Gale Lemerand Drive**

This stop is located south and west of Gale Lemerand Drive. It is the entrance to a parking lot close to the helicopter pad for Shands.

# Mowing and Grounds Maintenance of City of Gainesville's Rail Trail

## Mandatory Pre-Bid Meeting Stops

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- **3300 SE 15th Street**

3300 SE 15th Street, Boulware Springs Park parking lot.

- **SE 10th Terrace**

Leave Boulware Springs, turn left on SE 15th Street, go to SE 21<sup>st</sup> Avenue, turn left go to SE 10th Terrace turn right park on left shoulder of road in grass.

- **SE 10th Avenue and Veitch Street**

Turn right on SE 21<sup>st</sup> Avenue, go to SE 10th Avenue, turn left go to SE 10th Avenue and Veitch Street, turn left on trail corridor park in grass.

- **Depot Avenue and SW 6th Street**

Take SE 10th Avenue to south Main Street, turn right go to Depot Avenue turn left, go to just before 6th Street, turn left onto trail corridor. Park in grass.

- **NW 5th Avenue and NW 6th Street**

Turn right on SW 6th Street, go north to NW 5th Avenue, turn right then an immediate left. Park in the grassy area.

- **NW 2nd Street and 12th Avenue**

Turn right on NW 6th Street, go to NW 8th Avenue, turn right and go to NW 2nd Street, turn left go to NW 12th Avenue, park on side of street next to curb. Trail ends at NW 16th Avenue.

- **45th Avenue Bike Path**

Go to NW 16th Avenue, turn left go to NW 6th Street, turn right go to NW 45th Avenue, turn left go to NW 25th Drive, park on side of street next to curb.

- **Norton Bike Path**

Go back to NW 24th Blvd, turn left go to NW 49th Avenue, turn right go to NW 23rd Terrace turn right, park on side of street next to curb.

- **Terwilliger Path**

Turn left on NW 49th Avenue, go to NW 24th Blvd turn right, go to NW 53rd Avenue turn left, go to NW 43rd Street, turn left go to NW 8th Avenue, turn right go to Newberry Road, turn right stay in left lane, go to NW 57<sup>th</sup> Street, turn left go to NW 4th Place, turn right go to dead end park on street next to curb.

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

**DATE: June 19, 2018**

**BID #: RECP-190001-DM**

**BID NAME: Mowing and Grounds Maintenance of City of Gainesville's Rail Trail**

**BID DATE: July 17, 2018**

**@ 3:00 p.m. (local time)**

Sealed bids will be received by the City of Gainesville, Florida, at General Government Procurement until 3:00 p.m., local time, on the bid date, at which time and place all bids will be publicly opened and will be available for inspection upon notice of award or intended award or within 30 days after bid opening, whichever is earlier. If special accommodations are needed in order to attend a pre-bid conference or a bid opening, please contact the Procurement Division at least 72 hours in advance. Bid prices may be read at the public bid opening, at the sole discretion of General Government Procurement. Bids must be in the possession of General Government Procurement prior to bid call at 3:00 p.m. on the bid date. Possession is defined as being physically received in General Government Procurement at City Hall, 200 East University Avenue, Room 339, Gainesville, Florida 32601. The time clock located in General Government Procurement will be the official time for bid call. Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. ANY BID RECEIVED IN GENERAL GOVERNMENT PROCUREMENT AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Bids must be completed and signed in ink in space[s] provided on the enclosed bid form(s) and submit one (1) original 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.

**MANDATORY PRE-BID CONFERENCE:** There will be a Mandatory Pre-Bid Conference on June 28, 2018 at 8:00a.m. located at 4044 NE 54th Ave Gainesville, FL 32609. Failure to attend the Mandatory Pre-Bid Conference will disqualify prospective bidders.

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.

Darius McPhall, Buyer II  
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: **Mowing and Grounds Maintenance of City of Gainesville's Rail Trail**

BID #: **RECP-190001-DM**

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

Name: Darius McPhall Telephone: 352-334-5021  
Fax: 352-334-3163  
Email: mcphalldt@cityofgainesville.org

Bidder Legal Name: OASIS LANDSCAPE SERVICES, INC.

Bidder Alias/DBA: \_\_\_\_\_

Bidder's Address 6812 NW 18 DRIVE  
GAINESVILLE, FL 32653

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

Name: ROB CHENEY Telephone Number 372-9530

Date: 7-5-18 Fax Number 372-7968

Email address rob@oasislandscape.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.

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;

Price per year Forty Eight Thousand Four Hundred Two Dollars (\$ 48,402.20 ).

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 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:

Debra Rowley  
Signature

By Debra Rowley

BIDDER:

OASIS LANDSCAPE SERVICES, INC

Rob Cheney  
Signature

By ROB CHENEY

Title: OFFICE MANAGER

Title: G.M.

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:
N/A				

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: OASIS LANDSCAPE SERVICES, INC Form Completed By: ROB CHENEY

Title: G.M. Signature: Rob Cheney Date: 7-5-18

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 City of Gainesville Rail Trail 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: OASIS LANDSCAPE SERVICES, INC.  
Address: 6812 NW 18 DR.  
Phone Number: 352 373-9530

Name of Local Contact Person: ROB CHENEY  
Address: 6812 NW 18 DR  
Phone Number: 352 373-9530

\$ N/A  
(Amount of Contract)

Signature: Rob Cheney Date: 7-5-18  
Printed Name: ROB CHENEY  
Title: G.M.

**CITY OF GAINESVILLE**  
**DRUG FREE WORKPLACE FORM**

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

OASIS LANDSCAPE SERVICES, INC 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.

Rob Cheney  
Bidder's Signature

7-5-18  
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: Rob Cheney

Firm Name: OASIS LANDSCAPE SERVICES, INC

Subscribed and sworn to before me this 10th day of JULY 20 18

Debra Rowley  
Notary Public

My Commission expires 9/6, 20 21

Proposer's E.I. Number: 59-2195081  
(Number used on Employer's Quarterly Federal tax return)



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), OASIS LANDSCAPE SERVICES, INC. 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), OASIS LANDSCAPE SERVICES, INC., 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.

Rob Cheney G.M.
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. N/A				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

**MATERIALS SUPPLIERS**

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Qualified Local Small Business
1. AG PRO - GAINESVILLE	367-2632	POWER HAND TOOLS WEEDTRIMMER LINE EDGE CUT DICES	5%	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. FIS	375-2225	FINE STRAW	2%	<input type="checkbox"/> Yes <input checked="" 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: BASIS LANDSCAPE SERVICE, INC.

Form Completed By: Pat Channing

Date: 7-5-18

Title: G.M.



**IMPORTANT!**

**Attachment #1  
Reference Form**

**IMPORTANT!**

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. *BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM.*

**BIDDER:** OASIS LANDSCAPE SERVICES, INC  
**PROJECT:** Mowing and Grounds Maintenance of City of Gainesville's Rail Trail  
**BID#:** RECP-190001-DM **BID DUE DATE:** 7-17-18

Number of years your company has been doing this type of work: 41 years. A MINIMUM OF 5 YEARS EXPERIENCE IN COMMERCIAL LANDSCAPE MAINTENANCE FOR PERSONNEL IN A SUPERVISORY ROLE. THIS INCLUDES FIELD SUPERVISORY STAFF, FIELD AND LABORFORCE MUST HAVE 1 YEAR EXPERIENCE IN COMMERCIAL LANDSCAPE MAINTENANCE.

List at least **five (5)** references of similar landscaping or mowing jobs performed over the past two years. You may use additional pages.

- 1) Job Location: RAILS TO TRAILS Date work performed: 7/2014 - PRESENT  
Business Name: CITY OF GAINESVILLE Telephone Number: 316 - 5362  
Contact Name: JOHN WEBER Fax Number: 334-3299
  
- 2) Job Location: DEPOT PARK Date work performed: 2/2017 - PRESENT  
Business Name: CRA Telephone Number: 393 - 8533  
Contact Name: CINDI HARVEY Fax Number: \_\_\_\_\_
  
- 3) Job Location: DUNN PARK Date work performed: 8/2010 - PRESENT  
Business Name: CITY OF GAINESVILLE Telephone Number: 316 - 5362  
Contact Name: GEOFFREY PARKS Fax Number: 334-3299
  
- 4) Job Location: THOMAS CENTER GARDENS Date work performed: 10/2001 - PRESENT  
Business Name: CITY OF GAINESVILLE Telephone Number: 316-5362  
Contact Name: JOHN WEBER Fax Number: 334-3299
  
- 5) Job Location: 2320 NW 66 CT Date work performed: 2010 - PRESENT  
Business Name: EXALTECH Telephone Number: 514-3928  
Contact Name: LUIS APONTE Fax Number: 378-2617

**IMPORTANT!**

**Attachment #2  
Resource Form**

**IMPORTANT!**

*THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM.*

Bidders must list all equipment that is to be used in maintaining the Rail Trail and ROW outlined for this project. The Contractor shall maintain and own appropriate equipment. Equipment used shall have the capacity required to manage the grounds at Evergreen Cemetery to the highest quality. Examples of the equipment, at a minimum, are Zero Turn Radius (ZTR) type mowers, string trimmers, edgers, blowers, hedge trimmers, and other small equipment used for landscape work.

**All mowing equipment to be used on this project must be commercial grade and less than 10 years old. All hand held equipment such as string trimmers, blowers, edgers and other machines must be less than 5 years old. Transportation vehicles must be less than 15 years old and trailering equipment must be less than 15 years old.**

**BIDDER:** OASIS LANDSCAPE SERVICES, INC.

**PROJECT:** Mowing and Grounds Maintenance of City of Gainesville's Rail Trail

**BID #:** RECP-140001-D.M.

**BID DUE DATE:** 7-17-18

**EQUIPMENT**

<b>Make/Model</b>	<b>Year (age)</b>	<b>Use of Equipment</b>
1) <u>2005 FORD F250</u>	<u>13</u>	<u>TRUCK</u>
2) <u>2006 FORD F150</u>	<u>12</u>	<u>TRUCK</u>
3) <u>HUSTLER SUPER 2</u>	<u>3</u>	<u>MOWER</u>
4) <u>HUSTLER SUPER 2</u>	<u>2</u>	<u>MOWER</u>
5) <u>STIHL FS 90R</u>	<u>1</u>	<u>WEED EATER</u>
6) <u>STIHL FS 90R</u>	<u>1</u>	<u>WEED EATER</u>
7) <u>STIHL FC 90</u>	<u>1</u>	<u>EDGER</u>
8) <u>STIHL FC 90</u>	<u>1</u>	<u>EDGER</u>
9) <u>STIHL BR 600</u>	<u>1</u>	<u>BLOWER</u>
10) <u>STIHL BR 600</u>	<u>1</u>	<u>BLOWER</u>
11) <u>TRAILER</u>	<u>10</u>	<u>MOVE EQUIPMENT</u>
12) <u>TRAILER</u>	<u>11</u>	<u>MOVE EQUIPMENT</u>

**IMPORTANT!**

Attachment #3

**IMPORTANT!**

**Technical Expertise and Experience Form**

**BIDDER:** OASIS LANDSCAPE SERVICES, INC.

**PROJECT:** Mowing and Grounds Maintenance of City of Gainesville's Rail Trail

**BID #:** RECP - 190001 - DM

**BID DUE DATE:** 7-17-18

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM. BIDDERS MUST DEMONSTRATE AT A MINIMUM THE FOLLOWING EXPERIENCE LEVELS FOR STAFF THAT WILL BE WORKING ON SITE OR SUPERVISING THE WORK ON THE RAIL TRAIL AND RIGHT OF WAY.

A MINIMUM OF 5 YEARS EXPERIENCE IN COMMERCIAL LANDSCAPE MAINTENANCE FOR PERSONNEL IN A SUPERVISORY ROLE. THIS INCLUDES FIELD SUPERVISORY STAFF. FIELD AND LABORFORCE MUST HAVE 1 YEAR EXPERIENCE IN COMMERCIAL LANDSCAPE MAINTENANCE.

Please describe your experience in landscape maintenance services. You may use extra pages.

SEE ATTACHED

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# OASIS LANDSCAPE SERVICES, INC.

10000 W. US Highway 1, Suite 100, Tampa, FL 33613

Phone: (813) 888-1111 Fax: (813) 888-1112

www.oasislandscape.com



Since even before its incorporation in 1982, Oasis Landscape Services, Inc. has been providing a variety of quality landscape services to our customers in Florida. One of our most important goals is ensuring that our horticultural methods, workmanship, and materials meet only the highest of standards. Our team of skilled employees is unmatched in this area. The following is a summary of the key people within our organization and their respective credentials and experience.

## Brent Gaffney – President

- 40 years experience all phases landscape and irrigation
- Certified Pest Control license holder D.A.C.S. #2601
- Right of way fumigation license holder D.A.C.S. #4699
- Restricted use pesticides license holder D.A.C.S. #011234
- Certified Florida Landscape Contractor F.N.G.A. #C3635

## Robert Cheney – Controller

- Began work with Oasis Landscape Services, Inc. in 1979
- Certified Backflow Prevention Tester
- LTD Commercial Fertilizer Applicator license holder
- Graduated from University of Florida
- Responsible for all landscape maintenance supervision and scheduling
- Over 35 years' experience in landscape maintenance
- Florida Water Star Professional

## Robert Martin – Landscape Supervisor

- Began work with Oasis Landscape Services, Inc. in 2001
- Graduated from University of Florida with a degree in Landscape Architecture
- Expertise in landscape project management/budgeting
- Qualified Stormwater Management Inspector (Inspector #18233) with the Florida Department of Environmental Protection
- Completed OSHA Outreach Training
- LTD Commercial Fertilizer Applicator license holder
- 20 years experience in all phases of landscape

## Louis Kertyka – Project Superintendent and Quality Control Manager

- Began work with Oasis Landscape Services, Inc. in 2009
- Responsible for supervision quality control of various projects
- LTD Commercial Fertilizer Applicator license holder D.A.C.S. #LF244356
- Certified Backflow Prevention Tester
- Advance MOT Certified

Jeffrey Barber – Project Superintendent

- Began work with Oasis Landscape Services, Inc. in 2012
- Responsible for residential and commercial landscape and irrigation installation project management in the field
- LTD Commercial Fertilizer Applicator license holder
- Advance MOT certified
- Certified Arborist License #FL-6573A
- Right of Way, Aquatic and Natural Area Weed Management license holder

Joshua Gray – Project Superintendent

- Began work with Oasis Landscape Services, Inc. in 2014
- Responsible for residential and commercial landscape and irrigation installation project management in the field
- LTD Commercial Fertilizer Applicator license holder
- Advance MOT certified

We currently have approximately 50 employees on staff to service our customer base and are expanding our forces. Our skilled staff is constantly working together to improve our education and knowledge of horticultural standards and procedures. We require our employees to attend continuing educational seminars about horticultural issues on the cutting edge of technology. We have a fleet of trucks and the necessary equipment and manpower to complete any task.

Sincerely,



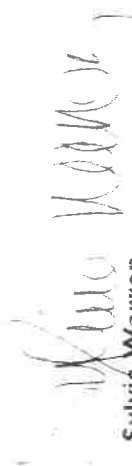
Rob Cheney,  
Oasis Landscape Services, Inc.

# Small Business Certification

City of Gainesville-Office of Equal Opportunity certifies:

## *Oasis Landscaping Services Inc.*

as a **Qualified Local Small Business**  
under the provisions of the City of Gainesville's Small Business Procurement Program



**Sylvia Warren**  
Small & Minority Business Program Coordinator

3/21/16

Date



Vendor ID. # YC0000002800  
Valid for a two-year period until:  
**March 9, 2018**



CITY OF GAINESVILLE

BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE  
TREASURY DIVISION OF THE FINANCE DEPARTMENT

TAX YEAR BEGINS OCTOBER 1, 2017  
AND ENDS SEPTEMBER 30, 2018

BUSINESS TAX NO.

18007

Please display in your  
place of business

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

BUSINESS NAME AND MAILING ADDRESS



OASIS LANDSCAPE SERVICES, INC.

6812 NW 18TH DR  
GAINESVILLE, FL 32653

BUSINESS LOCATION

6812 NW 18TH DR

BUSINESS PHONE

352-373-9530

BUSINESS E-MAIL

[brent@oasislandscapeservices.com](mailto:brent@oasislandscapeservices.com)

Thank you for paying your business taxes for the period October 1, 2017 – September 30, 2018.

CATEGORY	DESCRIPTION	TAX FEE
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1405	CONTRACTOR-LANDSCAPE (NO LAND CLEARING)	\$131.25
6145	COIN-OP VENDING MACHINES	\$31.50
<b>TOTAL ASSIGNED:</b>		\$162.75
<b>TOTAL PAID:</b>		\$162.75
<b>AMOUNT DUE:</b>		\$0.00

APPROVED BY FINANCE DIRECTOR



860644 855774EEF8004AC29E208084E

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](mailto: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](mailto:btmail@cityofgainesville.org)

OR TO WEB SITE

<http://eservices.cityofgainesville.org>

License No. 15-051014 Exp. 12/31/95  
 Licensee Name ARLA ANN W. DAVIS  
 Licensee Address 6712 NW 18th Ave  
 Licensee City MIAMI Licensee State FL Licensee Zip 33150  
 Licensee Phone 305-225-2250

Proposed use of building or site: STATIONED BRUSH CARRIER BRUSH CARRIER  
 Intention of applicant: 18

Gross floor area of building 4800 Net built square footage 1440

This is a residential lot. I have complied to pay and accept. I understand I will retain an occupational license from the  
 License Commission of the City of Cincinnati and meet all requirements of the Parking Building Code. I am in  
 compliance with all zoning laws.

LICENSING FEE AM AM AM CURRENTLY OCCUPYING THE SPACE FOR WHICH LICENSING  
 IS REQUESTED AM

SIGNATURE OF APPLICANT: [Signature] Date 5/2/95

PRINT APPLICANT NAME BRENT GANNON Date 5/2/95

Building Address 6712 NW 18th Ave Phone Number 305-225-2250

(NOTE: If your business is in a building with multiple units where the use of the building is shared by all occupants, you may or may not be  
 considered as a business owner for the purposes of this license. Please see Mapping Dept. for further information. All  
 licenses are non-transferable and will be voided and will be returned to you.)

FOOTAGE	TYPE OF USE	FOR STAFF ONLY
50	TYPE SPECIFIC	Required Parking

HAIR, NAIL SALONS	ADDITIONAL RIGHTS	FOR STAFF ONLY
# OF STATIONS	EMPLOYEES	Permitted



## ADDENDUM NO. 1



Date: June 28, 2018

Bid Date: July 17, 2018  
at 3:00 P.M. (Local Time)

Bid Name Mowing and Grounds Maintenance at Gainesville's  
Rail Trail

Bid No.: RECP-190001-DM

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the mandatory pre-bid conference held on June 28, 2018.

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 by 3:00 p.m.(local time), July 2, 2018. Questions may be submitted as follows:

Email: [mcpHalldt@cityofgainesville.org](mailto:mcpHalldt@cityofgainesville.org)

or

Faxed (352) 334-3163

Attention: Darius McPhall

2. Please find attached:

- a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).
- b) Copy of the Pre-Bid sign-in sheet for your information.

3. Darius McPhall, Purchasing Division, discussed bid requirements.

- a. Sign-in Sheet is circulating. Failure to sign will result in bid not being accepted
  - i. Submitted bid to match business name as signed in at pre-bid.
- b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on July 17, 2018. Any bids received after 3:00 p.m. on that date will not be accepted.
- c. Send questions in writing to Darius McPhall via email or fax.
  - i. All communication through Darius McPhall or purchasing staff only. Do not communicate with other City staff.
  - ii. Question deadline July 10, 2018 at 3 p.m.
- d. Discussed bid due date, time and delivery location.
  - i. Deliver (or have delivered) to Purchasing by 3:00 p.m. on July 17, 2018.
- e. Blackout period
- f. Discussed Living Wage, Local Preference

- i. Living wage- This contract is a covered service, but bidders must refer to Exhibit E, Living Wage Decision Tree as a guideline to determine if it applies to your firm.
- g. Various forms (i.e. addenda, reference form, resource form, technical expertise and experience form, etc.) are to be completed and returned with your bid.
  - i. Sign, date and return all Addenda
- h. This is a best evaluated bid. Award will not be based on low bid. Other criteria will be used in evaluating the bids submitted (See Bid Specifications, Section 5 and Technical Specifications Section 2 of the bid document). Attachment #1, #2 and #3 of the bid document must be completed and submitted with your bid. Read bid thoroughly and submit all required information.

4. John Weber, Parks, Recreation and Cultural Affairs, discussed the project scope

- John has evaluated numerous bids. He stressed the importance of reading the bid document thoroughly. Some issues he has observed with bids submitted include: Lack of complete information, incorrect references (references do not match type of work being bid), over or under pricing, not returning all requested documents.

The following are answers/clarifications to questions received at the mandatory pre-bid conference:

5. Question: When was the last time this project bid?

Answer: August 21, 2014

6. Question: What are the tentative dates of mowing?

Answer: Please refer to the specifications for mowing frequencies and times. The desired schedule is listed in the specifications.

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: OASIS LANDSCAPE SERVICES, INC.  
BY: ROL Cheney  
DATE: 7-16-18



OASILAN-02

CFARMER

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/24/2018

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).

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME:		
	PHONE (A/C, No, Ext): (352) 377-2002	FAX (A/C, No): (352) 376-8393	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: Westfield Companies		
INSURED  Oasis Landscape Services, Inc. 6812 NW 18th Drive Gainesville, FL 32653-1613	INSURER B: Westfield Insurance Company	24112	
	INSURER C: Bridgefield Casualty Insurance Company	10335	
	INSURER D: Indian Harbor Insurance Company	36940	
	INSURER E:		
	INSURER F:		

**COVERAGES** **CERTIFICATE NUMBER:** **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.

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	TRA4075424	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 1,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		TRA4075424	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		TRA4075424	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 4,000,000
						AGGREGATE \$ 4,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	196-44675	12/03/2017	12/03/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Railroad Protective		US00075471L16A	05/17/2016	05/17/2019	5,000,000
A	Commercial Inland Ma		TRA4075424	09/01/2018	09/01/2019	1000 deductible
						10,000,000
						25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Gainesville is included as Additional Insured with respects to General Liability policy for work performed by the insured, form CG2033. 30 day notice of cancellation applies.

<b>CERTIFICATE HOLDER</b>  City of Gainesville Parks, Recreation & Cultural Affairs PO Box 490, Station 24 Gainesville, FL 32602-0490	<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 