



Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
(352) 393-8789
January 21, 2021

REQUEST FOR PROPOSAL: #DOSD-210019-GD

Rental Housing and Energy Efficiency Inspections

PRE-PROPOSAL MEETING: ☒ **Non-Mandatory** ☐ **Mandatory** ☐ **N/A** ☐ **Includes Site Visit**
DATE: Friday, January 29, 2021 **TIME:** 9:00am Eastern Time

LOCATION: ZOOM – all Zoom access information is located in Exhibit F

QUESTION SUBMITTAL DUE DATE Friday, February 5, 2021, 3:00pm Eastern Time

DUE DATE FOR UPLOADING PROPOSAL: Friday, February 19, 2021, 3:00pm Eastern Time

SUMMARY OF SCOPE OF WORK: The City is seeking a qualified inspection services provider who is able to provide comprehensive evaluations of rental housing units within the City limits of Gainesville for compliance with the minimum standards identified in the Rental Housing Ordinance.

For questions relating to this solicitation, contact: Gayle Dykeman, dykemangb@cityofgainesville.org

Bidder is not in arrears to City upon any debt, fee, tax or contract: ☐ Bidder is NOT in arrears ☐ Bidder IS in arrears
 Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☐ Bidder is NOT in default ☐ Bidder IS in default.

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # _____

Legal Name of Bidder _____

DBA: _____

Authorized Representative Name/Title: _____

E-mail Address: _____ FEIN: _____

Street Address: _____

Mailing Address (if different): _____

Telephone: (_____) _____ Fax: (_____) _____

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

☐ Proposal is in full compliance with the Specifications.

☐ Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

SIGNER'S PRINTED NAME: _____ **DATE:** _____

This page must be completed and uploaded to DemandStar.com with your Submittal.

PART 1 – REQUEST FOR PROPOSAL INFORMATION

Thank you for your interest in working with the City of Gainesville on this important project.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

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1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar (www.demandstar.com). In order to submit a bid response to this solicitation the bidder must be registered with DemandStar. There is no cost to vendors to use DemandStar, but registration is required.

It is the responsibility of the vendor to monitor DemandStar for bid updates. Properly registered vendors can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder's failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

1.2 PRE-PROPOSAL MEETING/QUESTIONS/CLARIFICATIONS AND BID OPENING

If scheduled (refer to Bid Cover Page), attending a pre-proposal meeting is strongly recommended as the project's scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

If special accommodations are needed in order to attend a pre-proposal meeting or a bid opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

1.3 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

ACTIVITY	DAY	TENTATIVE DATE	TIME	LOCATION/COMMENTS
RFP on DemandStar	Thu	01/21/21		DemandStar Cone of Silence Begins
Non Mandatory Pre-Bid Meeting	Fri	01/29/21	9:00am	Zoom/Public Access
Deadline for receipt of vendor questions	Fri	02/05/21	3:00pm	
Deadline for receipt of proposals Bid Opening	Fri	02/19/21	3:00pm	DemandStar Zoom/Public Access
Evaluation Meeting	Mon	03/01/21	4:00pm	Zoom/Public Access
Oral presentations, Part 1 (if conducted)	Mon	03/08/21	9:00-11:00am	
Oral presentations, Part 2 (if conducted)	Mon	03/08/21	1:00-3:00pm	
Projected award recommendation date	Tue	03/09/21	4:00pm	
5-Day Protest Period Posting		3/11/2021- 3/17/21		
Recommendation of Award to City Commission		4/1/21		Cone of Silence Ends
Contract Finalization Period		TBD		
Purchase Order issued		TBD		
Projected contract start date		TBD		

All dates are subject to change. Bidders will be notified via Addendum posted in [DemandStar.com](https://www.demandstar.com) in event of any schedule change. All Zoom Meeting Access information is provided in Exhibit F.

1.4 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the proposal and/or any future proposal.**

1.5 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.4) 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 Cone of Silence is the period between the issue date of the RFP, which allows for immediate submittals to the City of Gainesville Procurement Division for the Request for Proposal and the time the City Officials and Employee awards the contract.

1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Request for Proposal are included in Part 3, 3.1, d) Qualifications. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the proposal evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida (www.sunbiz.org).

1.7 RESPONSIVENESS OF PROPOSAL

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

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PART 2 – PROJECT SCOPE

2.1 BACKGROUND

The City of Gainesville, FL is located in North Central Florida and current population figures are: 122,671 in the City and 247,528 in Alachua County. Gainesville is a unique Florida city in two aspects: 1) as the home of the University of Florida, the age composition of the area and its migration patterns differ substantially from Florida norms; 2) the city is not a major retirement center, and thus the City's growth does not depend on trends in tourism and retirement.

The economy of Gainesville is university, health-care, trade and service oriented, with increasing medical, technological, and industrial influences. The largest area employer is the University of Florida. State and local government agencies are also major employers. The area is a major center for medical services with three large hospitals/medical complexes inclusive of: the UF Health System comprised of Shands Teaching Hospital and its affiliates, the Veterans Administration, and North Florida Regional Medical Center.

On September 17, 2020, the Gainesville City Commission adopted Ordinance 200249 (Attachment A) which established a new rental housing code requiring an annual permit, inspections and minimum energy efficiency, life safety and property maintenance standards for all residential rental units within the City (excluding Public Lodging Establishments as defined by and regulated under State law.) The inspections will be conducted on a 4-year rolling cycle, with the goal that each regulated unit will be inspected at least once every four (4) years for compliance with the new ordinance. In addition, with every other compliance inspection, the ordinance requires the city to prepare and provide to the owner a U.S. Department of Energy Home Energy Score for the regulated unit. Inspections may also be conducted more frequently and/or as a result of a complaint received by the city. The City estimates that there are approximately 15,000 existing residential rental units that are subject to the new ordinance. Based on this analysis, the City anticipates the need to conduct a minimum of 3,750 inspections annually on a rolling basis.

2.2 PROJECT SPECIFICATIONS

The City is seeking a qualified inspection services provider who is able to provide comprehensive evaluations of rental housing units within the City limits of Gainesville for compliance with the minimum standards identified in the Rental Housing Ordinance.

The successful respondent will have the demonstrated capacity to conduct evaluations for compliance on 25% of the City's rental housing stock annually, which is estimated to be approximately 3,750 inspections per fiscal year (FY).

The respondent will need to demonstrate the ability to schedule, track and report in a system that will input data into the City's electronic permitting system for public records.

The Initial Inspection will include scheduling, field inspections and the creation of documentation for the public record that will confirm compliance and/or deficiencies with the minimum standards of the International Property Maintenance Code and the rental housing ordinance as adopted by the City of Gainesville including the preparation of a U.S. Department of Energy Home Energy Score for the inspected unit. If the Initial Inspection reveals Unit deficiencies, the deficiencies will be documented and a re-Inspection will be completed to confirm compliance.

The awarded vendor will be the responsible party for all inspections, even if the vendor uses subcontractors to complete the work.

PART 3 – PRICE PROPOSAL

Proposer Company Name: _____

An inspection is defined as an Initial Inspection. There may be follow-up inspections required to verify compliance. Re-inspections are expected to be billed at a lesser rate.

Proposers are required to submit a flat fee per Initial Inspection. _____

Re-inspection fee per Re-inspection: _____

Price will be evaluated at 50% of the total evaluation points awarded.

NOTE: When cost estimating air travel, the City allows for Coach fare only. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only – no mark-up. Evidence of these expenditures will be submitted when invoicing the City.

Submitted by:

Name (printed)

Signature

Date

Title

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PART 4 – HOW TO SUBMIT A PROPOSAL

Instructions to bidders: Proposals must contain each of the documents listed below; each fully completed and signed, as required. Required signatures for proposal forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.). Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

4.1 FORMAT OF PROPOSAL

a. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

b. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the bidder deems relevant.

c. Price Proposal

The price proposal is a presentation of the bidder's total offering price including the estimated cost for providing each component of the required goods or services.

Bidders should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, bidders must use it; otherwise, bidders may use formats of their choice.

The term of the Contract shall be one year, commencing on **date of execution of the contract** and terminating **four (4) years from the date of execution of the contract**. The Contract may be extended for two (2), two (2) - year extensions, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index, and must be requested in writing by the awarded vendor.

d. Qualifications

The response to the minimum qualification requirements should address each of the qualifications set out in 4.1.e. below. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

e. Minimum Qualifications

1. Respondents technical staff must be competent by verifiable experience in the inspection of on-site residential housing to enforce the minimum health, safety and energy efficiency requirements of residential rental housing units.

2. Respondent must be able to demonstrate the capability of their company to conduct a minimum of 3,750 annual residential rental inspections for compliance with the City's rental housing ordinance.
3. Technical staff conducting evaluations must demonstrate at least two years of verifiable experience in construction, building design, drafting, engineering or work experience in a related field.

OR

Three years of vocational training or college level education in a related technical field may also be acceptable for the minimum experience requirement for inspectors.

OR

Certified home inspector, building inspector, energy rater, code enforcement officer or certified in International Property Maintenance Code (IPMC).

4.2 CONTENT OF PROPOSAL

Required Documents:

The following documents are required to be included in the bidder's submission:

- a. Address each Minimum Qualification (see 4.1.e)
- b. Provide a Statement of all Qualifications (refer to 4.1.d)
- c. Discuss the approach to the annual requirements of the assignment (refer to 4.1.b Technical Proposals)
- d. Resume's, CV or profiles of each member of the proposed project team (refer to 4.1.e.5)
- e. Price Proposal (refer to 4.1.c)
- f. Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)
- g. Report of Alleged Wrongdoings, Litigation/Settlements/Fines

Required Forms:

Each of the following forms must be completed, signed where indicated and returned with the submittal package. These forms should be located in the last section of the proposal.

- a. RFP Cover Page (Page 1)
- b. Bidder Verification Form (Exhibit B)
- c. Price Proposal Form (Part 3)
- d. Drug-Free Workplace Form (Exhibit A)
- e. References Form (Exhibit C)
- f. Certification of Compliance with Living Wage, if applicable to bidder (Exhibit E)
- g. Bidder's W-9
- h. Copy of any applicable current licenses and/or certification required by City/County/State
- i. Copies of all Addenda, signed

4.3 PROPOSAL SUBMISSION INSTRUCTIONS

The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete pdf response must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

Both the response and the price proposal, if required to be submitted as a separate document, must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a response by a bidder will be considered by the City as constituting an offer by the bidder to perform the required services at the stated fees.

4.4 DISCLOSURE AND CONFIDENTIALITY

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

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
 - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
 - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

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

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
 - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.
 2. Upload a pdf version response of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City's evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

4.5 EXCEPTIONS TO THE RFP

Bidders may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a bidder take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the bidder must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the bidder furnish the services or goods described herein, or negotiate an acceptable alternative.

NOTE: Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline or proposals are due, so that based upon the City's response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.

4.6 ONLY ONE BID

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 has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

4.7 FULLY INFORMED BIDDER

A bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A bidder shall not expect to secure relief on the plea of error.

PART 5 – EVALUATION PROCESS

5.1 EVALUATION CRITERIA

a) Selection and Evaluation Criteria

Proposals will be evaluated in accordance with the procedures described in the City's, [Professional Services Evaluation Handbook](#).

The proposals will be evaluated using the following process: Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

b) Technical Qualifications Evaluation

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

c) Written Proposal Evaluation

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

d) Presentation/Interview Evaluation

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

e) Other factors

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

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PART 6 – SELECTION PROCESS

The bidder(s) will be selected from the qualified, responsive and responsible bidders submitting responses to this Request for Proposal. The selection process will be as follows:

- 6.1 Evaluators consisting of City staff will review the proposals. The evaluation process provides a structured means for consideration of all proposals.
- 6.2 Upon review and evaluation, the City may request oral presentations from the top ranked bidders. During the oral presentations, the bidders shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Bidders selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a USB Flash drive.
- 6.3 The final ranking of bidders will be in accordance with the procedures described in the City's [Professional Services Evaluation Handbook](#)
- 6.4 If required, the final ranking of bidders will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked bidder.
- 6.5 Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked bidder. Should the City be unable to negotiate a satisfactory contract with the top ranked bidder, negotiations will be terminated with that bidder and negotiations will be initiated with the second most qualified bidder, and so on until a satisfactory contract is negotiated.

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PART 7 – AWARD

7.1 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.

7.2 DRUG-FREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

7.3 CONTRACT TERMS AND CONDITIONS

The City may award a contract on the basis of initial offers received, without discussions. A sample contract is attached to the bid. Therefore, each initial offer should contain the bidder's best terms from a cost or price and technical standpoint and any changes to the sample contract.

The City reserves the right to enter into contract negotiations with the selected bidder regarding the terms and conditions of the contract and technical terms. Price will not be negotiated. If the City and the selected bidder cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected bidder. This process will continue until a contract has been executed or all bidders have been rejected. No bidder shall have any rights against the City arising from such negotiations.

7.4 CONTRACT AWARD

The award(s), if any, shall be made to the bidder(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final. The contract will be for a period of four (4) years with the possibility of two (2) 2-year extensions.

7.5 CONTRACT

The Contract to be entered into will designate the successful bidder as the City's Contractor. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 9.

7.6 BID PROTEST

Participants in this solicitation may protest the RFP specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

7.7 RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. See Section 41-444 [Financial Services Procedures Manual](#).

PART 8 – GENERAL INFORMATION

8.1 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. 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 and awarded by the City Commission or other authority. In the case of requests for proposals, letter 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 (5) percent of the total points of the total evaluation points.

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, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. For more information on City's Local Preference Policy: [Municipal Code Article X Local Preference Policy](#).

8.2 SMALL AND SERVICE-DISABLED VETERAN BUSINESS

Small or Service-Disabled Veteran's Business Enterprise Definition: A Small Business or a Service-Disabled Veteran's Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within Alachua, Bradford, Columbia, Gilchrist, Levy, Putnam, or Union County and possess a current City business tax receipt as required, and is so certified by the Small and Service-Disabled Veteran's Business Program Coordinator.

It is the policy of the City of Gainesville that small and service-disabled veteran businesses as defined in the Small and Service-Disabled Veteran Business Program, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each bidder is asked to state whether it will utilize small and service-disabled veteran businesses that are eligible for assistance to perform work on the project(s) being advertised.

For bidders not yet certified by the City, a small and service-disabled veteran application may be accessed via the [Office of Equal Opportunity](#) website. To be considered as a certified small and/or service-disabled veteran business, a bidder 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](#) website.

8.3 LIVING WAGE POLICY & COMPLIANCE

- ☐ This contract is a covered service. (Refer to the Living Wage Decision Tree in Part 9 - Exhibits)
- ☒ This contract is **not** a covered service.

Living Wage ordinance, Ordinance 020663, as amended in [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. Bidders should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", the prime contract amount exceeds the threshold amount, the bidder 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 \$12.5962 per hour (Living Wage with Health Benefits) or \$13.8462 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the Certification of Compliance with Living Wage (refer to form in Part 9 – Exhibits), prior to the City executing the contract. Once executed, such certification will become part of the 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:

- a. 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.
- b. 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.

8.4 TAXES, CHARGES AND FEES

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

8.5 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to

commencement of work as defined by a contract approved by the City Commission (if so required).

8.6 RULES; REGULATIONS; LICENSING REQUIREMENT

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

8.7 RECORDS/AUDIT

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.

8.8 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, bidder agrees that it:

- a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it 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;
- c) Is 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
- d) Has 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.

8.9 PUBLIC ENTITY CRIME INFORMATION STATEMENT

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."

8.10 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 bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

8.11 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](#).

8.12 USE OF RFP REPLY IDEAS

The City has the right to use any or all information presented in any response to the RFP, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

8.13 E-VERIFY REQUIREMENT

The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 9 – SAMPLE CONTRACT

CONTRACT FOR _____

THIS CONTRACT ("Contract"), entered into on the _____ day of _____, 2021 between the CITY OF GAINESVILLE, a Florida municipal corporation, ("City"), **insert address** and _____, ("Contractor"), **insert address**, taken together, shall be known as "Parties".

WHEREAS, clauses that briefly describe project and history of project (if applicable)

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

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be one year, commencing on **date of execution of the contract** and terminating **four (4) years from the date of execution of the contract**. The Contract may be extended for two (2), 2-year extensions, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of the one year anniversary of the contract.

2. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to 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 Contract.

3. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

4. CONTRACT DOCUMENTS.

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the 'Contract Documents'):

- i. Contract;
- ii. Addenda to Bid Documents (attach and identify by title, number and date);
- iii. Bid Documents (attach and identify by title, number and date); and

iv. Contractor's response to Bid documents (*attach and identify by title, number and date*).

- B. The Contract Documents constitute the entire contract between the City and Contractor. 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.

5. DELIVERY SCHEDULE: (to be included for goods)

6. TIME FOR PERFORMANCE (To be included for services, if needed)

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].

7. PARAGRAPH 5 INTENTIONALLY OMITTED.

[In some contracts, there is no need to put a provision in for completion. For instance, if you have hired a janitorial service on an annual contract, there would not be a need to have a time of performance or completion date]

8. COMPENSATION/PAYMENT.

City will pay Contractor in an amount not to exceed (\$amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon (*describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement*).

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes.

9. INDEMNIFICATION.

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

10. INSURANCE. (Check with risk for required coverage and amounts)

A. During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
Professional Liability insurance	[\$contact risk] per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	[\$contact risk] per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	[\$contact risk] per occurrence combined single limit for bodily injury and property damage
Property Damage insurance	[\$contact risk] per occurrence combined single limit for bodily injury and property damage

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

11. SOVEREIGN IMMUNITY.

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

12. TERMINATION.

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

- B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

13. INDEPENDENT CONTRACTOR.

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 for the full performance of the Contract Documents.

14. INTELLECTUAL PROPERTY AND WORK PRODUCT.

- A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.
- B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

15. RECORDS AND RIGHT-TO-AUDIT.

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. 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 termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

16. CONTRACTOR'S ASSURANCES.

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

17. WARRANTY.

Intentionally left blank.

18. PUBLIC RECORDS.

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 public agency to perform the service.

- B. 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.
- 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 public agency.
- D. 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 AT (telephone number, e-mail address, and mailing address).

<http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingPublicRecord.aspx>

19. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

20. ATTORNEY'S FEES AND COSTS.

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

21. FORCE MAJEURE (not needed if paragraph 5 is blank)

If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

22. PARAGRAPH INTENTIONALLY OMITTED

23. APPLICABLE LAW AND VENUE.

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

24. DEFAULT AND REMEDIES.

The non-breaching party shall have available all remedies at law.

25. NOTICES.

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

CITY:
City of Gainesville

CONTRACTOR:
Contractor Information

26. SEVERABILITY.

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

27. INTEGRATION/MERGER.

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

28. MODIFICATION AND WAIVER.

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

29. CAPTIONS AND SECTION HEADINGS.

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

30. ASSIGNMENT OF INTEREST.

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

31. SUCCESSORS AND ASSIGNS.

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

32. THIRD PARTY BENEFICIARIES.

This Contract does not create any relationship with, or any rights in favor of, any third party.

33. CONSTRUCTION.

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

34. COUNTERPARTS.

This Contract may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

35. EXHIBITS.

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

NAME OF COMPANY:

CITY OF GAINESVILLE:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

PART 10 – EXHIBITS

The following documents/forms are included in this section:

Exhibit A - Drug-Free Workplace Form

Exhibit B - Bidder Verification Form

Exhibit C - Reference Form

Exhibit D - Living Wage Decision Tree

Exhibit E - Certification of Compliance with Living Wage

Exhibit F – Zoom Meeting Access Information

EXHIBIT A

DRUG-FREE WORKPLACE FORM

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

_____ does:

(Name of Bidder)

- a. 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.
- b. 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 the drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- d. 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 or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. 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.
- f. 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 bidder complies fully with the above requirements.

Bidder's Signature

Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.

EXHIBIT B

BIDDER VERIFICATION FORM

1. LOCAL PREFERENCE (Check one)

Local Preference requested:

☐ YES ☐ NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- a) Business Tax Receipt
- b) Zoning Compliance Permit

2. Qualified Small Business and/or Service Disabled Veteran Business Status (Check one)

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? ☐ YES ☐ NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? ☐ YES ☐ NO

3. Living Wage Compliance

See Living Wage Decision Tree: (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.

4. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida? ☐ YES ☐ NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (#_____)

If the answer is "NO", please state reason why: _____

5. DIVERSITY AND INCLUSION (Applies to solicitations above \$50,000)

Does your company have a policy on diversity and inclusion? ☐ YES ☐ NO

If yes, please attach a copy of the policy to your submittal.

Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply requested for information gathering purposes.

Bidder's Company Name

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

This page must be completed and uploaded to DemandStar.com with your Submittal.

EXHIBIT C

REFERENCE FORM

Company Name of Bidder: _____

Provide information for three references of similar scope performed within the past three years.
You may include photos or other pertinent information.

#1 Year(s) services provided (For Example: 1/2018 to 12/2019): _____

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

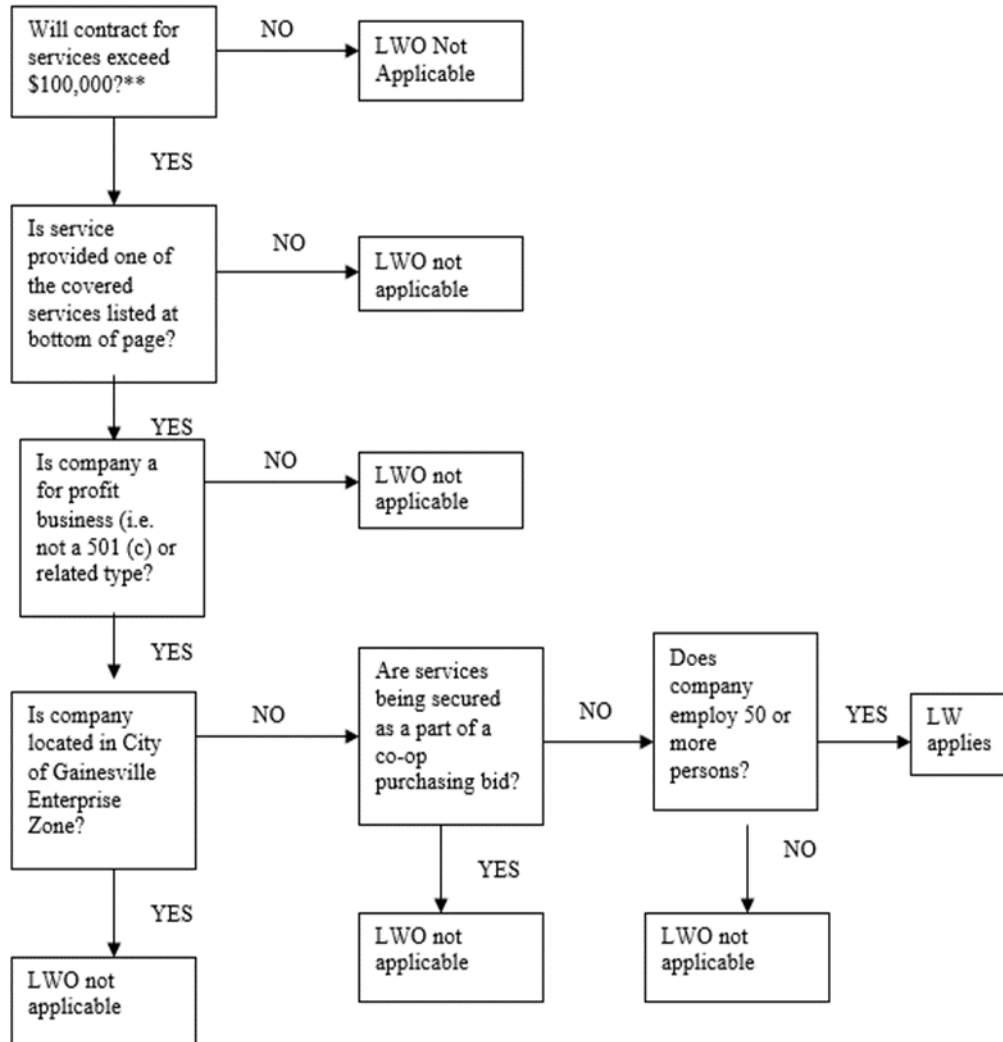
Email Address: _____

This page must be completed and uploaded to DemandStar.com with your Submittal.

EXHIBIT D

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.

EXHIBIT E

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 \$12.5962 per hour to covered employees who receive Health Benefits from the undersigned employer and \$13.8462 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____

Address: _____

Phone Number: _____

Name of Local Contact Person: _____

Address: _____

Phone
Number: _____

\$ _____

(Amount of Contract)

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT F

ZOOM MEETING ACCESS INFORMATION

All Zoom meetings are recorded for public record.

Non Mandatory Pre-Bid Meeting	Fri	01/29/21	9:00am	Zoom
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Join Zoom Meeting

<https://us02web.zoom.us/j/81760206719?pwd=ZTgxT3lzM1F3dGQ5SXhNeENUQlpBZz09>

Meeting ID: 817 6020 6719

Passcode: eKnd8E

One tap mobile

+13126266799,,81760206719#,,,,*799303# US (Chicago)

+19292056099,,81760206719#,,,,*799303# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 817 6020 6719

Passcode: 799303

[Find your local number: https://us02web.zoom.us/j/81760206719?pwd=ZTgxT3lzM1F3dGQ5SXhNeENUQlpBZz09](https://us02web.zoom.us/j/81760206719?pwd=ZTgxT3lzM1F3dGQ5SXhNeENUQlpBZz09)

Deadline for receipt of proposals/Bid Opening	Fri	02/19/21	3:00pm	Zoom
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Join Zoom Meeting

<https://us02web.zoom.us/j/84749172248?pwd=eUpCS1ZaWlExRnZ5TE52cFhpSDNYZz09>

Meeting ID: 847 4917 2248

Passcode: 10URrt

One tap mobile

+13126266799,,84749172248#,,,,*484491# US (Chicago)

+19292056099,,84749172248#,,,,*484491# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 847 4917 2248

Passcode: 484491

[Find your local number: https://us02web.zoom.us/j/84749172248?pwd=eUpCS1ZaWlExRnZ5TE52cFhpSDNYZz09](https://us02web.zoom.us/j/84749172248?pwd=eUpCS1ZaWlExRnZ5TE52cFhpSDNYZz09)

Evaluation Meeting	Mon	03/01/21	4:00pm	Zoom
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Join Zoom Meeting

<https://us02web.zoom.us/j/83640366642?pwd=YzEzSjdPUXZKcFpwc2JtTXNmdVRNdz09>

Meeting ID: 836 4036 6642

Passcode: tc3jC2

One tap mobile

+13017158592,,83640366642#,,,,*475590# US (Washington D.C)

+13126266799,,83640366642#,,,,*475590# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 836 4036 6642

Passcode: 475590

Find your local number: <https://us02web.zoom.us/j/kcqizHWTE>

PART 11 – ATTACHMENTS

Attachment 1

City of Gainesville Ordinance #200249

ORDINANCE NO. 200249

An ordinance of the City of Gainesville, Florida, related to the regulation of residential rental units; amending Chapter 14.5 titled "Miscellaneous Business Regulations" of the City Code of Ordinances by repealing the existing Article I titled "Landlord Permits" and creating a new Article I titled "Residential Rental Unit Permits"; amending Appendix A. titled "Schedule of Fees, Rates and Charges" by repealing the existing Landlord Permit fees and creating new Residential Rental Unit Permit fees; amending Sec. 2-339 titled "Applicable codes and ordinances" within Division 6, Article V of Chapter 2; amending Sec. 2-377 titled "Applicability; jurisdiction" within Division 8, Article V of Chapter 2; providing directions to the codifier; providing a severability clause; providing a repealing clause; and providing effective dates.

WHEREAS, on November 8, 2018, the City Commission created the Rental Housing Subcommittee to study and make recommendations to the Commission on issues associated with rental housing within the City of Gainesville;

WHEREAS, the Rental Housing Subcommittee held public meetings from November 26, 2018 through May 28, 2019 and reported its recommendations to the City Commission at its General Policy Committee Meeting on July 25, 2019, at which meeting the City Commission directed the drafting of this ordinance;

WHEREAS, the City Commission believes that many residential rental units in the City are substandard and do not currently meet minimum property maintenance standards and are not energy efficient and that this ordinance is necessary to address these public health, safety and welfare concerns;

WHEREAS, at least 10 days' notice has been given once by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of public hearings to be held in the City Commission Auditorium, City Hall, City of Gainesville; and

1 **WHEREAS**, the public hearings were held pursuant to the published notice described at
 2 which hearings the parties in interest and all others had an opportunity to be and were, in fact
 3 heard.

4 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE**
 5 **CITY OF GAINESVILLE, FLORIDA:**

6 **Section 1.** Article I titled "Landlord Permits" of Chapter 14.5 of the Code of Ordinances
 7 is hereby repealed effective at 12:01am on August 1, 2021. Except as amended herein, the
 8 remainder of Chapter 14.5 remains in full force and effect.

9 **~~ARTICLE I. LANDLORD PERMITS~~**

10 **~~Sec. 14.5-1. Landlord permits.~~**

11
 12 ~~(a) Definitions. Unless otherwise specified in this article, "days" shall mean calendar days~~
 13 ~~and "notice" shall mean written notice that is made in the same manner as provided in~~
 14 ~~F.S. § 162.12.~~

15 ~~(b) Application/issuance of permit. The owner(s) of a dwelling unit, as defined in section~~
 16 ~~30-23, that is located within a district designated in section 30-57 shall obtain a~~
 17 ~~landlord permit prior to allowing the occupancy of that dwelling unit by any person,~~
 18 ~~whether or not for consideration. Landlord permits shall be valid from August 1, or the~~
 19 ~~date of issuance, through July 31. The owner(s) of the dwelling unit or the owner's~~
 20 ~~agent shall submit a written application for a permit on a form provided by the city.~~
 21 ~~Upon receipt of a completed application, the city manager or designee shall issue a~~
 22 ~~landlord permit for the dwelling unit provided each of the following conditions are~~
 23 ~~met:~~

- 1 ~~(1) The application is accompanied by payment of the permit fee set forth in~~
2 ~~Appendix A;~~
- 3 ~~(2) The owner(s) and the dwelling unit are in compliance with all provisions of this~~
4 ~~article; and~~
- 5 ~~(3) The application for the landlord permit provides the correct street address for the~~
6 ~~dwelling unit.~~
- 7 ~~(c) — *Exemption.* This section does not apply if the dwelling unit is occupied by: a) the~~
8 ~~owner(s) as a permanent place of residence, as evidenced by an existing homestead~~
9 ~~exemption or a filed application for a homestead exemption, or b) no persons other~~
10 ~~than the following family members of the owner(s): spouse, domestic partner, child,~~
11 ~~stepchild, foster child, parent, stepparent, foster parent, brother, sister, grandparent,~~
12 ~~grandchild, aunt, uncle, niece, nephew, father-in-law, mother-in-law, son-in-law,~~
13 ~~daughter-in-law, sister-in-law, brother-in-law, or legal guardian, as evidenced by~~
14 ~~written documentation of such relationship.~~
- 15 ~~(d) — *Payment; late payment.* The applicable permit fee is specified in Appendix A. If~~
16 ~~payment is not received on or before the due date specified in Appendix A, the late fee~~
17 ~~specified in Appendix A shall be due and payable and the city manager or designee~~
18 ~~may refer the account to a collection agency. If the collection agency does not collect~~
19 ~~the amount due within 90 days of the referral, or if the city manager or designee~~
20 ~~decides not to refer the account to a collection agency, the applicant or permit holder~~
21 ~~shall be subject to notice of violation of this article and code enforcement proceedings,~~
22 ~~or the case can be referred to the city attorney to pursue resolution in a court of~~
23 ~~competent jurisdiction.~~

(e) ~~Failure to apply for permit.~~ If the city manager or designee has reasonable cause to believe that a dwelling unit is occupied without a permit in violation of this article, the owner(s) of the property shall be sent an application advising that the owner(s) shall, within 30 days of the date application was sent, either: a) provide evidence that a permit is not required, or b) submit a permit application. Failure to either provide evidence that a permit is not required, or submit a permit application within 30 days of the date notice was given shall subject the owner(s) to a notice of violation of this article and code enforcement proceedings. Fines imposed by the code enforcement proceedings shall stop accruing, and be calculated as due and payable to the city, upon the date of occurrence of any of the following events:

(1) ~~A landlord permit is obtained for the subject property;~~

(2) ~~The subject property is no longer occupied in violation of this article;~~

(3) ~~The subject property has been relinquished by the owner(s) by sale, foreclosure, or other action that dispossesses the owner(s) of title to the property; or~~

(4) ~~The landlord permit year for which the owner(s) is in arrears ends.~~

(f) ~~Requirements of permit applicant.~~ The applicant for a landlord permit shall comply with the following requirements. Failure to comply with any of the following requirements shall be grounds for revocation of the permit, as described in section 14.5-3 or denial of a permit as described in section 14.5-4.

(1) ~~The applicant shall certify that he/she has provided each occupant of the subject dwelling unit with a copy of:~~

a. ~~F.S. ch. 83, pt. II, titled "Residential Tenancies";~~

1 b. ~~Chapter 14.5, article I of this Code, titled "Landlord Permits"; and~~

2 c. ~~A pamphlet prepared by the city containing guidelines for rentals in~~
3 ~~residential neighborhoods.~~

4 (2) ~~The applicant shall certify that, in the event the city provides notice of repeated~~
5 ~~violations of certain ordinances occurring at the dwelling unit, as provided in~~
6 ~~section 14.5-2, the applicant will pursue all lawful remedies available under~~
7 ~~F.S. § 83.56, regarding termination of the rental agreement due to the tenant's~~
8 ~~failure to comply with F.S. ch. 83, the provisions of the lease or this Code.~~

9 (3) ~~The applicant shall certify that he/she is the fee simple owner of the dwelling~~
10 ~~unit or the agent of the fee simple owner of the dwelling unit.~~

11 (4) ~~The applicant shall provide the name, address, and telephone number of a~~
12 ~~contact person who resides within Alachua County to receive communications~~
13 ~~from the city concerning the permit.~~

14 (5) ~~The applicant shall maintain a list of the names of occupants in each dwelling~~
15 ~~unit, and such lists shall be made available to the city in a reasonable amount~~
16 ~~of time upon request.~~

17 (g) ~~If owner(s) sells the property for which a valid permit has been issued, the new~~
18 ~~owner(s) shall submit a permit application and otherwise meet the requirements of this~~
19 ~~article, and has the option of either: a) paying the permit fee for transfers of a permit~~
20 ~~as set forth in Appendix A, which permit shall be transferred with any outstanding~~
21 ~~points accumulated per section 14.5-2, or b) paying the permit fee for a new permit as~~
22 ~~set forth in Appendix A, which permit shall have no accumulated points.~~

23 **Sec. 14.5-2. -- Points assessed on permit.**

~~(a) — Violations; warnings; points.~~ When a dwelling unit regulated by this article is the subject of repeated warnings of violation and/or adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or pleas of no contest (including, but not limited to, payment of fine) of the following city ordinances:

(1) — Noise ordinances (chapter 15 of the Code of Ordinances);

(2) — Animal control ordinances (chapter 5 of the Code of Ordinances);

(3) — Solid waste ordinances (article III of chapter 27 of the Code of Ordinances);

(4) — The provisions of section 30-57 concerning habitation by more than one family;

(5) — Yard parking ordinance (subsection 30-56(c)(4) of the Code of Ordinances);

(6) — Section 13-171 (related to insects, storage, trash and yard maintenance); or

(7) — Section 13-181 (related to hazardous conditions).

The landlord permit for the dwelling unit shall be subject to the accumulation of points as follows:

- a. ~~For one or more written warnings given in any 24 hour period for violation of one or more of the ordinances listed above, one point will be assessed on the landlord permit for that unit. For each instance of adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or plea of no contest (including, but not limited to, payment of fine) for violation of any of the ordinances listed above, two points will be assessed on the landlord permit for that unit. However, to the extent more~~

than one person is adjudicated guilty, found guilty with adjudication withheld, waives the right to contest the violation or pleads no contest for the same violations that occur within a 24 hour period, only two points will be assessed on the landlord permit for that unit. For purposes of this section, written warnings shall mean those warnings issued pursuant to civil citation or code enforcement procedures, including stickers placed on vehicles advising of violation of the yard parking ordinance.

b. After each point is assessed on a landlord permit for a unit, the city manager or designee shall send a written warning to the owner(s) or agent. Each warning shall specify which ordinance or ordinances have been violated and shall state that further warnings or violations may lead to a revocation of the permit.

Sec. 14.5-3. ~~Revocation of permit.~~

(a) — Accumulation of six or more points on a permit during any three consecutive annual (i.e., August 1 through July 31) permit periods or failure to comply with subsection 14.5-1(f), shall constitute a violation of this article subjecting the owner(s) to proceedings to revoke the permit as follows:

(1) — The city manager or designee shall have written notice served to the owner(s) or agent to show cause why the permit should not be revoked.

(2) — The owner(s) or agent shall have 15 days from the date of service to request a hearing to determine whether the permit should be revoked. The request shall be sent to the city manager by certified mail, return receipt requested. If such

1 request is not timely made, the revocation shall take effect on the 21st day after
2 the date of service to show cause.

3 (3) ~~Upon request for a hearing, a hearing shall be scheduled before the code~~
4 ~~enforcement board or special magistrate.~~

5 (4) ~~In conducting the hearing, the code enforcement board or special magistrate~~
6 ~~shall have the power to administer oaths, issue subpoenas, compel the~~
7 ~~production of books, paper, and other documents, and receive evidence. All~~
8 ~~parties shall have an opportunity to respond, to present evidence and argument~~
9 ~~on all issues involved, to conduct cross examination and submit rebuttal~~
10 ~~evidence, and to be represented by counsel or other qualified representative.~~

11 Hearsay evidence may be used for the purpose of supplementing or explaining
12 other evidence, but it shall not be sufficient in itself to support a finding unless
13 it would be admissible over objection in civil actions. The lack of actual
14 knowledge of, acquiescence to, participation in, or responsibility for, a public
15 nuisance at common law or a noxious use of private property on the part of the
16 owner(s) or agent shall not be a defense by such owner(s) or agent.

17 (5) ~~If the code enforcement board or special magistrate finds either: (a) the~~
18 ~~accumulation of the six points and the existence of a public nuisance at~~
19 ~~common law or noxious use of private property, or (b) the owner(s) failed to~~
20 ~~comply with subsection 14.5-1(f), the code enforcement board or special~~
21 ~~magistrate shall enter an order revoking the permit.~~

22 (6) ~~If the code enforcement board or special magistrate finds no failure to comply~~
23 ~~with subsection 14.5-1(f), no public nuisance at common law or noxious use of~~

1 private property exists, or that the owner(s) has recovered possession of the
2 dwelling unit from the tenant(s) that caused the violation(s), the code
3 enforcement board or special magistrate shall enter an order to dismiss the
4 revocation action and, if appropriate, to rescind points from the permit based
5 upon the actions taken by the owner(s) to seek compliance with the city's
6 ordinances.

7 (7) — The code enforcement board or special magistrate's order shall consist of
8 findings of fact, conclusions of law and relief.

9 (8) — Notice of the final order shall be provided to the owner(s) within 15 days of the
10 date of the final order.

11 (9) — If the permit is revoked under these procedures, the owner(s) or agent shall
12 have 15 days from the date of the final order to commence proceedings to
13 recover possession of the rental unit under state law from the tenant(s) that
14 caused the violation(s), if not already done. The owner(s) or agent shall
15 diligently pursue the process of eviction to completion. The owner(s) or agent
16 shall provide copies of all documents provided to the tenant(s) or filed with the
17 court concerning the eviction process to the city manager or designee. If the
18 owner(s) fails to comply with these provisions, or fails to abide with the final
19 order of the city, the city may cite the owner(s) for violation of section 14.5-1
20 (renting without a landlord permit), or seek other available legal or equitable
21 relief.

(10) ~~In addition to the above described procedures, the city attorney is authorized to file for injunctive relief to abate the public nuisance at common law or noxious use of private property pursuant to law.~~

(11) ~~The final order of the city is subject to certiorari review in a court of competent jurisdiction in Alachua County, Florida.~~

Sec. 14.5 4. ~~Denial of permit.~~

(a) ~~The city manager or designee may deny issuance of any permits applied for under this section if it is determined either that the owner or agent has made material misrepresentations about the condition of his/her property or status of ownership, or that the occupancy of the property is in violation of section 30-57 or that the owner or agent has refused to make or comply with the certifications required in subsection 14.5 1.(e) or that the owner has otherwise violated a provision of this article.~~

(b) ~~If the city manager or designee determines there is reasonable cause to believe that there are grounds to deny a permit applied for the city manager or designee shall provide notice of the denial, including the grounds for the denial.~~

(c) ~~Within 15 days of the date of the notice, the owner may request in writing to the city manager a hearing on the denial. The city manager or designee shall schedule the hearing to occur within 15 days after receiving the request for hearing and shall notify the owner at least five days in advance of the time and location for the hearing. The hearing may be postponed if mutually agreed upon by the city manager and the owner.~~

(d) ~~The hearing shall be conducted informally and adherence to the rules of evidence normally followed by the courts shall not be required. Any person may present~~

1 testimony, documents or other evidence as deemed relevant by the city manager or
 2 designee. Any person may be represented by counsel.

3 (e) ~~— The city manager or designee shall consider all evidence presented, and if the~~
 4 ~~preponderance of the evidence supports the allegation of violation the permit shall be~~
 5 ~~denied. If the preponderance of the evidence does not support the allegation of~~
 6 ~~violation, the permit shall be issued. The decision of the city manager or designee may~~
 7 ~~be appealed by a writ of certiorari to a court of competent jurisdiction in Alachua~~
 8 ~~County, Florida.~~

9 (f) ~~— The city manager or designee may waive the denial requirement as to any permit if it~~
 10 ~~is determined that the owner has attempted in good faith to comply with this article. In~~
 11 ~~determining asserted good faith as required for a waiver, the city manager or designee~~
 12 ~~may consider, but not be limited to, the owner response to current violations and~~
 13 ~~remedy of past violations.~~

14 (g) ~~— If a permit is denied under this section, the owner whose permit was denied shall not~~
 15 ~~be issued another permit on the same dwelling unit for a period of 6 months after the~~
 16 ~~date of denial.~~

17 **~~Sec. 14.5-5. - Inspections and complaints.~~**

18 (a) ~~— *Inspections.* By applying for a permit, the owner agrees to allow inspection of the unit~~
 19 ~~for violations of this article, as well as violations of the housing code (article II of~~
 20 ~~chapter 13 of the Code of Ordinances) at any reasonable time; however, this provision~~
 21 ~~shall not be interpreted as authorizing the city to conduct an inspection of an occupied~~
 22 ~~rental unit without obtaining either the consent of an occupant or a warrant.~~

(b) ~~Complaints. Each complainants shall be requested to state his/her name and addresses and give a statement of the facts giving rise to the complainant's belief that the provisions of this article are being violated. Such information may be obtained orally or in writing. A complainant may be subpoenaed to appear in a revocation or denial proceeding to provide evidence or testimony.~~

~~Sees. 14.5-6 – 14.5-14. – Reserved.~~

Section 2. A new Article I titled “Residential Rental Unit Permits” within Chapter 14.5 of the Code of Ordinances is hereby created effective at 12:01am on August 1, 2021. Except as amended herein, the remainder of Chapter 14.5 remains in full force and effect.

Chapter 14.5 – MISCELLANEOUS BUSINESS REGULATIONS

ARTICLE I. RESIDENTIAL RENTAL UNIT PERMITS

Sec. 14.5-1. - Purpose and intent.

The purpose and intent of this article is to eliminate substandard residential rental units by creating a permit and inspection program that requires all regulated residential rental units within the city to meet minimum property maintenance and energy efficiency standards.

Sec. 14.5-2. – Definitions.

Throughout this article, the following words and phrases shall have the meanings defined below unless the text of the article or section in which used clearly indicates otherwise. Any word or phrase used in this article that is not defined below shall have the common dictionary meaning most appropriate to the context in which such word or phrase is used.

Living standards means those property maintenance and energy efficiency standards set forth in

Sec. 14.5-4.

Occupant means any person age 18 or older who resides in a regulated residential rental unit, excluding the owner of said unit and any one or more of the following natural persons who are living with and interrelated to the owner as: spouse, domestic partner, child, stepchild, foster child, parent, stepparent, foster parent, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, or domestic servant, as evidenced by written documentation of such relationship. And excluding any temporary gratuitous guest of the owner defined as a natural person who occasionally visits the owner for a short period of time, not to exceed 30 calendar days within a 90 day period.

Owner means a person who, or entity which, alone, jointly or severally with others, or in a representative capacity (including, without limitation, an authorized agent, attorney, executor, personal representative or trustee) has legal or equitable title to a regulated residential rental unit.

Regulated residential rental unit (or regulated unit) means a room or rooms located in a condominium, co-op, timeshare, quadraplex, triplex, duplex or single-family dwelling that is rented, or advertised or held out to be rented, for periods of at least 30 consecutive days or 1 calendar month (whichever is less). This definition expressly excludes public lodging establishments regulated by the state pursuant to Part I of Chapter 509, Florida Statutes, and dormitories.

Rented means allowing any occupant to reside in a regulated unit, regardless of whether such occupancy is free, charitable or in exchange for monetary or other consideration.

Sec. 14.5-3. – Annual residential rental unit permits.

Commencing at 12:01 am on October 1, 2021, each regulated unit must have a current annual permit. Each owner shall make application for a permit at least 10 business days prior to

1 allowing an occupant to reside in a regulated unit. Each annual permit issued by the city is valid
2 from October 1 (or date of issuance) to September 30 of the following year. In the event of a
3 change in ownership of a regulated unit, the permit may be transferred to the new owner, but
4 same shall require a new application and payment of the permit fee set forth in Appendix A.
5 Renewal permit applications shall be submitted on or before September 1 of each year. A permit
6 may not be issued, renewed or transferred for a unit with uncorrected living standard violations.
7 The owner shall submit a completed permit application (for the initial permit, each renewal and
8 any transfer), on the form provided by the city, that includes all of the following requirements:

9 (a) A confirmation by the owner that they will provide each occupant with a complete copy
10 (hard copy or electronic copy) of the following documents prior to the signing of the
11 lease or other written document granting occupancy, or prior to occupancy if there is no
12 written document between the occupant and the owner: the completed self-inspection
13 checklist (described in (d) below), the current version of the “Florida’s Landlord/Tenant
14 Law” brochure prepared by the Florida Department of Agriculture and Consumer
15 Services, the current version of the “Tenant Bill of Rights and Responsibilities” prepared
16 by the city, and the most recent U.S. Department of Energy Home Energy Score for the
17 regulated unit prepared by the City and provided to the owner. In addition, the owner
18 shall maintain on file, and allow the city to inspect same upon request, a receipt signed by
19 each occupant confirming they received the above documents prior to signing a lease (or
20 other written document) or prior to commencing residency, whichever is applicable, in
21 the regulated unit.

22 (b) The name, mailing address, email address and telephone number of the owner to receive
23 communications from the city concerning the permit and this article. In addition, if the

1 owner is not physically located within Alachua County, the owner shall provide the
2 name, mailing address, email address and telephone number of an agent physically
3 located within Alachua County whom the owner has authorized to receive
4 communications from the city concerning the permit and this article.

5 (c) A completed self-inspection checklist certifying that the regulated unit complies with the
6 living standards, along with a copy of the HVAC maintenance documentation.

7 (d) Payment of the permit fee set forth in Appendix A – schedule of fees, rates and charges.

8 **Sec. 14.5-4. Living Standards.**

9 (a) Property maintenance: Effective at 12:01am on January 1, 2021, each regulated unit
10 must meet all requirements of Article II titled “Property Maintenance Code” of
11 Chapter 13 of the City Code of Ordinances.

12 (b) Energy efficiency: Effective at 12:01am on October 1, 2021, each regulated unit must
13 meet the following energy efficiency requirements.

14 a. Attic insulated to a minimum of R-19 and then a minimum of R-30 by 12:01am
15 on October 1, 2026.

16 b. Attic access is weather stripped and insulated to a minimum of R-30.

17 c. All visible duct joints sealed using mastic or a combination of mastic and
18 fiberglass mesh tape, pressure sensitive foil tape (UL181AP) or heat sensitive foil
19 tape (UL 181AH) and all ducts insulated to a minimum of R-6 with appropriate
20 commercially available insulation material.

21 d. Fireplace chimneys have working dampers, doors, or closures.

22 e. Plumbing system is free of visible leaks.

- 1 f. All showerheads must be 2.2 gal/min flow rate or less, as evidenced by imprinting
2 on the showerhead or documentation maintained by the owner.
- 3 g. All faucets must have aerators with a 2.2 gal/min flow rate or less, as evidenced
4 by documentation maintained by the owner.
- 5 h. All toilets must be 3 gal/flush or less (use of a volume reduction device to achieve
6 this is acceptable) and 1.6gal/flush or less by 12:01am on October 1, 2026.
- 7 i. Water heater(s) have a visible and properly functioning Temperature/Pressure
8 Relief Valve (TPRV).
- 9 j. Water heater pipes insulated for the first 3' from the unit (excepting gas units)
10 with appropriate commercially available insulation.
- 11 k. All visible exterior water lines not in enclosed space must be insulated with
12 appropriate commercially available insulation.
- 13 l. HVAC system(s) must have maintenance performed by a currently licensed
14 HVAC or mechanical contractor at least once within the past 24 months, as
15 evidenced by documentation maintained by the owner, and have a filter installed
16 that is appropriately sized for the system(s).
- 17 m. Programmable thermostat connected to HVAC system by 12:01am on October 1,
18 2026.
- 19 n. Wall, window, or other single room or small space cooling units in good repair,
20 property secured and air-sealed, and with a filter installed that is appropriately
21 sized for the unit(s).

22 **Sec. 14.5-5. Education; Inspections.**

- 1 (a) From the effective date of this ordinance until 12:01am on October 1, 2021, the city will
 2 educate and promote compliance with this article, but will not begin enforcement.
 3 Thereafter, the city will begin compliance inspections. The inspections will be conducted
 4 on a 4-year rolling cycle, with the goal that each regulated unit will be inspected at least
 5 once every four (4) years for compliance with this article. In addition, with every other
 6 compliance inspection, the city will prepare and provide to the owner a U.S. Department
 7 of Energy Home Energy Score for the regulated unit. Inspections may also be conducted
 8 more frequently and/or as a result of a complaint received by the city. Notwithstanding
 9 the foregoing, the city will investigate complaints filed under the Property Maintenance
 10 Code in accordance with the provisions therein.
- 11 (b) Written notice of an inspection will be provided via certified mail to the owner and
 12 posted at the regulated unit at least 7 calendar days prior to the city conducting the
 13 inspection. If the unit is not occupied, the owner shall give consent and shall be present
 14 at the time of the inspection. If the unit is occupied, an occupant shall give consent and
 15 shall be present at the time of the inspection. If the owner or occupant (as applicable)
 16 refuse to consent to the inspection, the city may obtain an inspection warrant pursuant to
 17 Section 933.20, et seq., Florida Statutes, prior to conducting the inspection.

18 **Sec. 14.5-6. Enforcement and Penalties**

- 19 (a) **Failure to meet living standards.** If upon inspection, the city manager or designee, has
 20 reasonable grounds to believe that a regulated unit does not meet the living standard(s)
 21 the enforcement procedure set forth in Division 6 or Division 8 (as applicable) within
 22 Article V of Chapter 2 of the Code of Ordinances will be utilized. In addition, if living
 23 standard violation(s) are not corrected and such violation(s) constitute a health, safety or

1 welfare hazard to the occupant, the city manager or designee may revoke the permit. A
2 permit may not be issued, renewed or transferred for a unit with uncorrected living
3 standard violations.

4 (b) **Extraordinary hardship.** Any owner who cannot comply with a particular living
5 standard may request an extraordinary hardship exception from the city manager or
6 designee. The owner shall have the burden of demonstrating the existence of an
7 extraordinary hardship by submittal of an application that sets forth facts demonstrating:
8 1. The hardship is due to unique building or site characteristics with an explanation of
9 why the living standard cannot be met, 2. The owner did not create the hardship by taking
10 actions that makes the property unable to meet the living standard, and 3. There are no
11 feasible alternatives for compliance. Examples of extraordinary hardship may include,
12 but are not limited to, where there is insufficient space or the presence of attic flooring
13 will not allow the installation of the required insulation or where the wastewater line
14 serving the unit prevents the installation of a low flush toilet. Cost or inconvenience are
15 not considered extraordinary hardships.

16 (c) **Failure to apply for permit.** If the city manager or designee has reasonable grounds to
17 believe that a regulated unit is occupied without a permit in violation of this article, the
18 owner shall be sent a permit application and the owner shall, within 30 days of the date
19 the permit application was sent, either: a) provide evidence that a permit is not required,
20 or b) submit a complete permit application. Failure to either provide evidence that a
21 permit is not required or submit a complete permit application within 30 days of the date
22 the application was sent shall subject the owner(s) to a civil citation and/or the city may
23 seek injunctive relief to prevent the unit from being rented. Fines imposed by any

enforcement proceedings shall stop accruing, and be calculated as due and payable to the city, upon the date of occurrence of any of the following events:

- a. A permit is obtained for the regulated unit;
- b. The regulated unit is no longer occupied in violation of this article;
- c. The regulated unit has been relinquished by the owner by sale,
foreclosure, or other action that dispossesses the owner of title to the
regulated unit; or
- d. The permit year for which the fines accrued ends.

Secs. 14.5-7 – 14.5-14. – Reserved.

Section 3. Appendix A. Schedule of Fees, Rates and Charges, is amended by deleting the existing “Landlord Permit” fees within the Land Development Code category and by creating a new category of permit fees titled “Residential Rental Unit Permit” effective at 12:01am on August 1, 2021. Except as amended herein, the remainder of Appendix A remains in full force and effect.

APPENDIX A. SCHEDULE OF FEES, RATES AND CHARGES.

LAND DEVELOPMENT CODE:

(4) Zoning:

a. Landlord permit:

1. Initial applications:

~~a. Application and payment received within first half of permit year (on or before January 31) and by due date specified on application/notice 154.25~~

~~b. Application and payment received within second half of permit year (between February 1 and July 31) and by due date specified on application/notice 77.25~~

~~2. Renewals: Application and payment received on or before August 31 154.25~~

~~3. Transfers of permit to new owner(s) 26.25~~

~~4. Multiple dwelling units: Where two or more dwelling units requiring a landlord permit are located on a single parcel of property and are owned by the same owner(s), one unit shall be subject to the full permit fee and each additional unit shall receive a 50% discount.~~

~~5. Late fee: A late fee of 25% of the permit fee shall be assessed when an application and full payment is not received by the due dates specified herein.~~

RESIDENTIAL RENTAL UNIT PERMITS (Sec. 14.5-3):

Permit (including permit renewals and transfers) fee - per regulated residential rental unit:

\$122.00. If the permit application is filed between April 1 – September 30, one-half of the permit fee is due: \$61.00

Section 4. Section 2-339 titled “Applicable codes and ordinances” within Division 6, Article V of Chapter 2 is amended as set forth below effective at 12:01am on August 1, 2021. Except as amended herein, the remainder of Sec. 2-339 remains in full force and effect.

14.5-13	Not having a landlord <u>residential rental unit</u> permit	II	\$250.00
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Section 5. Section 2-377 titled “Applicability; jurisdiction” within Division 8, Article V of Chapter 2 is amended as set forth below effective at 12:01am on August 1, 2021. Except as amended herein, the remainder of Sec. 2-377 remains in full force and effect.

Sec. 2-377. - Applicability; jurisdiction.

(a) The Gainesville Code Enforcement Board shall have jurisdiction to hear and decide cases in which violations are alleged of any provisions of the following provisions of this Code of Ordinances as they may exist or may hereafter be amended by ordinance:

(20) Chapter 14.5, Article I, ~~"Landlord Permits;"~~ "Residential Rental Unit Permits;"

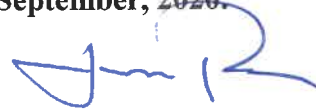
Section 6. It is the intention of the City Commission that the provisions of Sections 1 through 5 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Gainesville, Florida, and that the sections and paragraphs of this Ordinance may be renumbered or relettered in order to accomplish such intentions.

Section 7. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application hereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or application of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

Section 8. All ordinances or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed.

Section 9. This ordinance shall become effective immediately upon adoption; however, the various sections within this ordinance shall become effective on the date/time specified in those sections.

PASSED AND ADOPTED this 17th day of September, 2020.



LAUREN POE
MAYOR

ATTEST:

Approved as to form and legality



OMICHELE D. GAINES
CLERK OF THE COMMISSION



NICOLLE M. SHALLEY
CITY ATTORNEY

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This ordinance passed on first reading this 3rd day of September, 2020.

This ordinance passed on second reading this 17th day of September, 2020.

PART 12 – NO BID SURVEY

**GENERAL GOVERNMENT
PROCUREMENT DIVISION SURVEY
BID INFORMATION**

If you choose to not bid, complete this form, and either upload it into DemandStar.com or email to the procurement specialist.

RFP #: DOSD-210019-GD

DUE DATE: February 15, 2021
@ 3:00 pm Eastern Time

RFP TITLE: Rental Housing and Energy Efficiency Inspections

IF YOU DO NOT BID

Please check the appropriate or explain:

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

Bidder Name: _____

Address: _____

Is your company a small business? ☐ YES ☐ NO

Is your company a service-disabled veteran business? ☐ YES ☐ NO