

**Issue Date:** December 11, 2019

***Non-Mandatory Pre-Proposal Conference:***

January 6, 2020 @ 9:00 a.m.

Thomas Center B, Room 201

306 NE 6<sup>th</sup> Avenue

Gainesville, Florida 32601

**Dial In Information:** (605) 313-4185, **Access Code:** 149-150

**Bid Due Date:** January 22, 2020 @ 3:00 p.m. local time

**REQUEST FOR PROPOSAL**

**RFP NO. DODX-200012-GD**

**City of Gainesville Comprehensive Plan Update**

**Procurement Representative:**

Gayle Dykeman, Procurement Specialist 3

Phone: (352) 393-8789

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

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

**TABLE OF CONTENTS**

**SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES ..... 2**

**A. INTRODUCTION/BACKGROUND ..... 2**

**B. RFP TIME TABLE ..... 2**

**C. PROPOSAL SUBMISSION..... 2**

**D. NON-MANDATORY PRE-PROPOSAL CONFERENCE..... 3**

**E. CONTACT PERSON ..... 3**

**F. ADDITIONAL INFORMATION/ADDENDA ..... 4**

**G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS ..... 4**

**H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES ..... 4**

**I. COSTS INCURRED BY PROPOSERS..... 4**

**J. ORAL PRESENTATION ..... 4**

**K. EXCEPTIONS TO THE RFP..... 5**

**L. CONFIDENTIAL AND/OR EXEMPT INFORMATION ..... 5**

**M. QUALIFICATIONS OF PROPOSERS ..... 6**

**N. NEGOTIATIONS ..... 6**

**O. RIGHTS OF APPEAL ..... 6**

**P. RULES; REGULATIONS; LICENSING REQUIREMENT ..... 7**

**Q. REVIEW OF PROPOSALS ..... 7**

**R. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION.... 7**

**S. LIVING WAGE ..... 7**

**T. LOCAL PREFERENCE ..... 8**

**U. RECORDS/AUDIT ..... 8**

**V. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES ..... 8**

**W. NON-DISCRIMINATION POLICY AND COMMERCIAL ..... 9**

**NON-DISCRIMINATION REQUIREMENT..... 9**

~~**X. ART IN PUBLIC PLACES – ..... 9**~~

**Y. DAVIS-BACON ..... 9**

**SECTION II – SCOPE AND TECHNICAL SPECIFICATIONS ..... 10**

**A. INTENT ..... 10**

**B. BACKGROUND ..... 10**

**C. SCOPE..... 13**

**D. MINIMUM REQUIREMENTS ..... 17**

**SECTION IV – PROPOSAL FORMAT..... 19**

**A. FORMAT AND CONTENTS OF PROPOSAL ..... 19**

**B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS ..... 19**

**SECTION V – EVALUATION CRITERIA AND PROCEDURES ..... 20**

**A. EVALUATION CRITERIA..... 20**

**B. SELECTION PROCESS..... 21**

**SECTION VI – GENERAL PROVISIONS ..... 22**

**A. CONTRACT AWARD ..... 22**

**B. GENERAL TERMS AND CONDITIONS ..... 22**

**DRUG-FREE WORKPLACE FORM ..... 25**

**DEBARRED AND SUSPENDED BIDDERS:..... 26**

**BREACH OF CONTRACT ..... 26**

**ARTICLE X. LOCAL PREFERENCE POLICY\* ..... 30**

**CERTIFICATION OF COMPLIANCE WITH LIVING WAGE ..... 32**

**LIVING WAGE DECISION TREE..... 33**

**LIVING WAGE COMPLIANCE..... 34**

**PROPOSAL RESPONSE FORM – SIGNATURE PAGE..... 35**

**PROCUREMENT DIVISION SURVEY ..... 38**

**CITY OF GAINESVILLE  
REQUEST FOR PROPOSALS FOR  
City of Gainesville Comprehensive Plan Update**

**SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES**

**RFP#:** DODX-200012-GD

**Due Date:** January 22, 2020, 3:00pm local time

**A. INTRODUCTION/BACKGROUND**

The City of Gainesville, FL (City) Comprehensive Plan Update is seeking a qualified and experienced consultant to analyze the existing comprehensive plan and to propose updates and additions as necessary in order to guide the growth and development of the City for the next 10 years. The City is committed to making racial equity and equitable development core values of the updated Comprehensive Plan. Therefore, a strong emphasis will be placed on formulating an equitable and inclusive citizen engagement strategy by integrating substantial community participation in the development of that strategy and then developing the Comprehensive Plan Update. Importantly, it is expected that this effort will be aligned with the City Commission’s Strategic Plan.

**B. RFP TIME TABLE**

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

<b>Activity</b>	<b>Tentative Date</b>	<b>Time/Place</b>
RFP for Distribution	December 11, 2019	Black out period begins
Non-Mandatory Pre-Bid Conference	January 6, 2020	9:00am - Thomas Center B, RM 201
Deadline for receipt of questions	January 14, 2020	3:00 PM
Deadline for receipt of proposals	January 22, 2020	3:00 PM
Oral presentations, if conducted	February 17, 2020	1:30 - 4:30pm, CH 332
Projected award recommendation date	February 18, 2020	Black out period ends
City Commission Meet	TBD	
Projected contract start date	TBD	

**NOTE:** All dates are subject to change; any changes will be posted on DemandStar.com as an Addendum to the solicitation.

**C. PROPOSAL SUBMISSION**

One original, signed hard (paper) copy of the complete proposal should be bound by a binder clip or rubber band ONLY – do not use staples, 3-ring binders, folders, spiral binds or other binding methods for this submission. In addition, submit a complete proposal (including signatures) on a USB flash drive. These complete proposal documents must be received by January 22, 2020 at 3:00 p.m. local time at which time all proposals will be publicly opened. The USB flash drive documents should not be password protected, encrypted, etc.

The original and the USB flash drive must be submitted in a sealed envelope or container stating on the outside surface of the mailed package: the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville  
General Government Procurement  
200 East University Avenue, Room 339  
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays observed by the City: <https://www.cityofgainesville.org/HumanResources/HolidaySchedule.aspx>.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), January 22, 2020 will not be considered and will not be opened.

The Proposal and the Price Proposal must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both documents. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

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

#### **D. NON-MANDATORY PRE-PROPOSAL CONFERENCE**

A non-mandatory pre-proposal conference has been scheduled for:  
January 6, 2020 at 9:00am  
Thomas Center B, Room 201  
306 NE 6<sup>th</sup> Avenue  
Gainesville, FL 32601

A conference call number has been arranged for firms at a distance to attend:  
(605) 313-4185  
Access Code: 149-150

During this meeting prospective proposers or their representatives may discuss any questions pertaining to the project.

#### **E. CONTACT PERSON**

The contact person for this RFP is Gayle Dykeman at (352) 334-8789 or email ([dykemangb@cityofgainesville.org](mailto:dykemangb@cityofgainesville.org)) in Procurement. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

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

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

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

#### **F. ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and email address and be directed to [dykemangb@cityofgainesville.org](mailto:dykemangb@cityofgainesville.org).

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. All addenda will be posted on DemandStar.com as they become available. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP, as accessed through DemandStar.com. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

#### **G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered.

#### **H. 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.

#### **I. COSTS INCURRED BY PROPOSERS**

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 proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

#### **J. ORAL PRESENTATION**

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

**K. EXCEPTIONS TO THE RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer 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 Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

**L. CONFIDENTIAL AND/OR EXEMPT INFORMATION***Florida's Public Records Law*

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, formatting, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the agency, are public records. (Section 119.011(12), Florida Statutes). Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records. (Section 119.07(1)(a), Florida Statutes). Accordingly, all responses to bids, and the documentation and materials attached to bids or provided to the City in connection with a bid are considered to be available for public inspection and copying unless the public record is confidential and/or exempt.

*How to Designate Information as Confidential and/or Exempt*

If a bidder believes that its response contains information that is confidential and/or exempt (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must:

1. Provide a **redacted** hard copy of its response which will be available for public inspection.
2. Provide an electronic copy of the **redacted** document in a pdf format (CD or flash drive).
3. Provide one (1) original and 1 flash drive **unredacted** copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow.
4. On the outside of the envelope containing the **unredacted** document, 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.

*How the City will Handle Material Identified as Confidential and/or Exempt*

The City's evaluators will be provided with the complete proposal, including any confidential and/or 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.

City's Position Regarding Claims of Confidential and/or Exempt Information

The City offers no opinion as to whether a bidder's reference to any Florida or Federal statute is correct and/or accurate. The City does not warrant or guarantee that any information designated by a bidder as confidential and/or exempt from disclosure conforms to the requirements of Florida or Federal law.

Bidder to Defend, Indemnify, and Hold City Harmless in the Event of a Public Records Request

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

Waiver of Claim of Confidential and/or Exempt

Failure to comply with the requirements above shall be deemed a waiver by a bidder to claim that the information in its proposal is confidential and/or exempt.

**M. QUALIFICATIONS OF PROPOSERS**

As a part of the Proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract 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 irresponsible or unreliable by City.

If Proposer is determined to be irresponsible or unreliable, City will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

**N. NEGOTIATIONS**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations.

**O. RIGHTS OF APPEAL**

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

**P. RULES; REGULATIONS; LICENSING REQUIREMENT**

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers 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.

**Q. REVIEW OF PROPOSALS**

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, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

**R. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION**

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

**S. LIVING WAGE**

- [ ] This contract is a covered service. (See Living Wage Decision Tree - Exhibit C attached hereto)  
 [ ] This contract is **not** a covered service.

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

If applicable, the adjusted Living Wage for this contract will be \$12.3798 per hour (Living Wage with Health Benefits) or \$13.6298 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit B hereto, 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:

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

## **T. 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. If Local Preference is requested by the proposer, the attached Exhibit A must be submitted with the proposal.

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. Exhibit -A-(Attach Codified document)

## **U. 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.

## **V. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES**

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

**W. NON-DISCRIMINATION POLICY AND COMMERCIAL  
NON-DISCRIMINATION REQUIREMENT**

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

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

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

**~~X. ART IN PUBLIC PLACES~~**

*THIS SECTION NOT APPLICABLE TO THIS RFP*

~~In 1989, the City of Gainesville adopted an ordinance (Art in Public Places) requiring that, “each appropriation for the original construction or major renovation of a local government building which provides public access shall include an amount of at least one (1) percent of the total appropriation for the construction or major renovation of the building to be used for the acquisition of art”. Compliance with the Art in Public Places ordinance is required for this project and will require coordination between the Contractor, architect and an artist. A copy of the ordinance is available upon request.~~

**Y. DAVIS-BACON**

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

## SECTION II – SCOPE AND TECHNICAL SPECIFICATIONS

### A. INTENT

The City of Gainesville, Florida (City) is soliciting proposals from qualified consultants (Respondents) to provide an update to the City's 2010 Comprehensive Plan (Plan Update) as described in this Request for Proposals (RFP). The RFP response (Proposal) should serve as a complete approach to providing the Plan Update as set forth in the Scope of Services (Services) of this RFP. Respondent(s) should submit sufficient information to allow the City to select a firm to provide the Services within an eighteen to twenty four month timeframe.

The City is looking for expertise in preparing a ten year City of Gainesville Plan Update. Since the last Plan Update, the Land Development Code has been substantially modified, the City Commission has endorsed a Strategic Planning process wedded to the University of Florida's Strategic Planning (for detailed information on the University of Florida's Strategic Plan, go to their website: <https://strategicdevelopment.ufl.edu/>) process, growth and development of the City has accelerated dramatically and issues of racial equity, inclusion, affordability and a changing physical environment have dominated the public policy conversation. In order to ensure that the Comprehensive Plan continues to be a useful policy document in the context of these identified current circumstances and is consistent with the community's expressed desires regarding these matters, the City is seeking this Plan Update.

The intent of this project is to develop a Plan Update that, with the guidance of citizens and other stakeholders, will guide the City's policy decisions for development, services and projects for the next ten years. It is the City's desire that there be an abundance of community participation in this effort and that the community be engaged not only during the process of the Plan Update but importantly, in the formulation of the community engagement strategy. In addition, it will be important for the Plan Update to be consistent with and in alignment with, the City Commission's Strategic Plan Goals and Objectives and cognizant of community concerns regarding community equity, affordability and a changing physical environment.

Importantly, the Plan Update will include a vigorous public engagement program formulation process with the intent of maximizing public outreach and inclusive participation by community members during the course of the Plan Update effort. This program would be jointly created with the assistance of citizens and stakeholders and with the help of a locally based civic engagement partner. It will seek to utilize some of the methods employed by the Government Alliance for Race and Equity (GARE).

The Plan Update will seek to go beyond the routine evaluation and appraisal of various existing Plan elements to create a document that is holistic in approach. It will be in alignment with the priorities expressed by the City Commission in its Strategic Planning Framework, which is currently being developed, and address in a creative manner other community priorities (inclusive of other community planning efforts such as those dealing with Mobility, the Urban Forest, Parks, Housing, etc.) that might go beyond the current Plan element framework in terms of form and substance.

### B. BACKGROUND

#### Community Context

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) it is the home of the University of Florida, as a result, 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 including: the UF Health System comprised of Shands Teaching Hospital and its affiliates, the Veterans Administration, and North Florida Regional Medical Center.

### **Urban Redevelopment**

Downtown is the regional focal point for governmental offices, including Federal, State, County Judicial and Administrative, and City offices. The downtown also is a very strong cultural, restaurant, and entertainment district.

Cultural amenities located in the urban core include the weekly Downtown Farmer's Market, a weekly outdoor concert series (from May through October), the Hippodrome State Theatre housed in the 1900's Beaux Arts Post Office, and artist studios and galleries. The historic brick streets are dotted with sidewalk cafes, and live music is featured in many of the downtown nightclubs. Many of the area's best restaurants are located downtown. The area also boasts an eclectic mix of historic in-town neighborhoods and modern urban living developments and a fully revitalized area around Depot Park and the Cade Museum of Creativity.

For the past few years, the City has seen unprecedented growth and development within its urban core and throughout the broader City limits as well. The area located adjacent to the University of Florida campus has experienced dramatic changes in its physical environment and more proposed projects are coming forward and are currently under review by staff. These changes are similarly impacting the area located in and around the UF Innovation District and into downtown. These changes to the physical environment have created some tensions in the community as it wrestles with maintaining an appropriate balance between the preservation of character/authenticity, the pressures to grow and develop, and the manifestations of these trends in terms of livability, affordability and inclusiveness.

Similarly, the same magnitude of growth and development is occurring on the west side of town along I-75 due to the construction of the Butler Enterprises project and related development proposals. The City's boundaries have been amended on the west side of town through annexation with several larger proposed residential subdivisions recently coming into the City's incorporated boundaries which will result in additional growth and development in this major regional commercial/retail center.

Racial inequity is a long-standing issue in many communities across the United States, affecting the opportunities of minority individuals and families. Beginning in 2016, a group of Gainesville, Florida community leaders representing Alachua County, Alachua County Public Schools, City of Gainesville, Gainesville Area Chamber of Commerce, Santa Fe College, UF Health, faith communities, the NAACP and the University of Florida saw value in working to understand and document racial inequity in Alachua County by commissioning the development of a baseline report grounded in quantitative findings to document and provide insights about the extent, nature, and source of racial inequality in Alachua County.

The report prepared and published by the University of Florida, Bureau of Economic and Business Research (BEBR) entitled "Understanding Racial Inequity in Alachua County" documents how racial divisions in Alachua County perpetuate disadvantage and discrimination in many areas such as employment opportunities, housing and transportation, public accommodations, education, and public benefits to disenfranchised populations. The BEBR report can be viewed in detail at their website:

<https://www.bebr.ufl.edu/economics/racial-inequity>

**City of Gainesville, FL Organization**

The City of Gainesville, FL operates under a City Commission-Manager form of local government with the City Commission appointing several Charter Officers inclusive of the City Manager, General Manager of Utilities, City Attorney, City Clerk, City Auditor and Equal Opportunity Director.

The City Commission has adopted and worked in concert with a Strategic Plan Framework since December, 2016 -this document is currently being revised and will be made available when complete. The Strategic Framework serves as a unified document to guide policy development, support management and decision making, align resources and budget, and evaluate performance. The Strategic Framework was developed concurrently and in concert with the University of Florida's Strategic Development Plan.

The preponderance of staff reviewing development applications falls within the City Manager's chain of command (Department of Doing [which includes Planning/Building]; Public Works; Public Safety; Mobility) with Gainesville Regional Utilities (GRU) and City Attorney staff playing a very important role as well.

**Comprehensive Plan Background**

The City's Comprehensive Plan has followed the thirty five (35) year evolution in growth management policy and law flowing from Florida's Local Government Comprehensive Planning and Land Development Regulation Act (Florida's Growth Management Act) adhering closely to the issues mandated to be addressed by the State Legislature.

Those who participate in the public conversation about the community's growth and development in terms of its use of land and related infrastructure are often passionate about specific topics under consideration. Historically, the community has not had the level of participation Citywide in these matters that would appropriately represent the population across the City, and seeks to build this interest organically through this current Comprehensive Plan Update.

Due to a number of macro societal issues that have arisen in which the current Comprehensive Plan Update is to be prepared such as the rapid rise of new technologies, the pace of physical change to the urban environment, the larger societal issues of affordability and inclusiveness, the desire to do a better job of actively engaging with citizens and efforts to collaborate more effectively with community partners, the City seeks to be creative in its approach to the Comprehensive Plan Update in terms of both form and substance.

**Project Goals**

The Comprehensive Plan will serve as a blueprint for future growth and equitable development of the community. The Comprehensive Plan is intended to steer the built environment of the City to align with the City's Strategic Framework and Plan. The Comprehensive Plan is to be seen as a basis for collaboration amongst citizens and their City in mutually shaping their living environment.

In terms of substance, the goal of the Comprehensive Plan Update will be to reflect the views of the community regarding land use planning and physical development of the urban space through citizen engagement, policy statements, goals/objectives, visual/graphic tools and institutional/market collaboration. The Plan Update is intended to provide clear policy guidance to citizens, elected officials, staff, the development community and other pertinent stakeholders with respect to land use planning and growth management, for residential, commercial, industrial and institutional development, infrastructure improvements and generally, for the protection of the quality of life overall.

The expectation is that the substantive direction and recommendations of the Plan Update will be reliant on diverse sources of quality data that can assist the community in shaping a conversation to future urban and community analytics.

In terms of form, the goal of the Comprehensive Plan Update is to communicate the aforementioned policy guidance in transparent and easily managed terms that can help organically grow the level of civic participation in defining the urban landscape over time.

Finally and importantly, the Plan Update will revolve around the themes and focus areas of the City's Strategic Framework and Plan including: 1) Promoting affordability, job diversity, and economic development; 2) Fostering community sustainability by increasing mobility, inclusive opportunities and amenities, and access to healthy foods; 3) Supporting social sustainability by focusing on improving youth well-being, access to safe and affordable housing, and community safety, 4) Ensuring environmental stewardship by protecting, preserving and restoring the natural environment and 5) Creating a solid foundation by cultivating an environment within the City organization and amongst its community builders in delivering effective and efficient services to our neighbors.

## C. SCOPE

### General Requirements

The Successful Firm, in consultation with City staff, will have overall responsibility for the creation of the Comprehensive Plan Update, lead Plan Update efforts and be responsible for the timely completion of the Plan Update. All work is to be completed based upon the agreed upon contractual timeline and payments will be forthcoming based upon satisfactory production of deliverables. All work (inclusive of maintaining project management milestones, record of contractual payment, technical analysis and public outreach/citizen engagement presentations) shall be done within the context of the City's branding standards and will ultimately be owned by the City.

### Project Management

The Successful Firm shall prepare and submit to the City for approval a project management plan that specifies the schedule of work, the roles and responsibilities of the Successful Firm and any sub-contractors, identifies specific work tasks, milestones, review/comment milestones, and a public engagement program (with input into, and review by, citizens/stakeholders, prior to execution). Additionally, Successful Firm will be available to engage with the City's project manager (and potentially pertinent members of the City Plan Update team and/or citizens/stakeholders) every two weeks.

#### ➤ *Deliverables and Expectations*

The Successful Firm will:

1. Conduct a kick-off meeting with City Plan Update team to discuss the relevant studies, plans, advisory groups, outreach/engagement program, and any other information that is needed to complete the project
2. Submit a project management plan for City approval.
3. Submit a proposed public engagement program for City approval (with input from citizens/stakeholders on program) prior to execution.
4. Conduct meetings at least every two weeks with the City's Project Manager (either in person or via Skype/phone) and any other team member, citizen/stakeholder that Project Manager deems necessary.

### Coordination of City (Charter) Departments

The Successful Firm's primary contact will be with the City's Project Manager within the Department of Doing however there are many Departments within General Government, Gainesville Regional Utilities (GRU) and the City Attorney's Office that have a vested interest in the outcome of the Comprehensive Plan Update. As a result, a City Plan Update team will be created with membership from across the City

organization. The Successful Firm, in coordination/cooperation with the Project Manager, will be responsible for facilitating meetings of this team (monthly), gathering input and reporting progress.

➤ *Deliverables and Expectations*

The Successful Firm will:

1. *Submit* a staff engagement program for City approval.
2. Submit a City Plan Update team meeting schedule and proposed template agenda for City approval.
3. Facilitate meetings with City Plan Update team monthly to gather input from pertinent staff/City (Charter) Departments.
4. Take the lead in all meetings supported by the City's Project Manager.
5. Create and distribute meeting notes from each meeting, summarizing all City Plan Update team comments and providing responses.

**Coordination of Outside City Agencies**

Successful Firm will coordinate with outside agencies that provide technical services and/or expertise within the City of Gainesville, FL. A Technical Advisory Committee (TAC) will be created and include representatives from Alachua County, the North Central Florida Regional Planning Council, the Alachua County School Board, the Water Management District, FDOT, etc.

The Successful Firm will:

- 1) Submit an engagement strategy for the TAC for City approval.
- 2) Develop a meeting schedule for the TAC for City approval with a mutually agreed upon minimum number of meetings during the Plan Update process.
- 3) Conduct meetings, as needed, with the TAC and any other interested agency when needed.
- 4) Take the lead in all meetings supported by the City's Project Manager
- 5) Create and distribute meeting notes from each meeting, summarizing all TAC comments and providing responses

**Coordination of Key Stakeholders**

The Successful Firm will coordinate with key stakeholders from the community to provide input on the Plan Update through the creation of a Citizen's Advisory Committee (CAC). All members will be appointed by the City Commission and the Committee will generally be made up of representatives from various City Boards with additional representatives consisting of general members (inclusive of Residents, Business Owners, Development community, etc.).

➤ *Deliverables and Expectations*

The Successful Firm will:

- 1) Submit an engagement strategy for the CAC for City approval.
- 2) Develop a meeting schedule for the CAC for City approval with a mutually agreed upon minimum number of meetings during the Plan Update process.
- 3) Conduct meetings, as needed, with the CAC and any other interested agency when needed.
- 4) Take the lead in all meetings supported by the City's Project Manager.
- 5) Create meeting and distribute notes from each meeting, summarizing all CAC comments and providing responses

**Coordination of Public Outreach/Engagement**

The Successful Firm will work with Citizen Advisory Committee (CAC) to design a public outreach and engagement strategy that inspires inclusive citizen participation in order to capture broad insight into the future of the community's physical growth and development. The public outreach and engagement strategy shall include opportunities for employing local non-profits and community based organizations to assist in engagement, communication, and outreach into diverse communities (e.g. communities of color, renters, and limited-English speaking populations). It is important that the strategy be designed, developed and endorsed from its outset by the CAC, prior to community wide implementation.

➤ *Deliverables and Expectations*

The Successful Firm will:

- 1) Submit the contours of a public outreach/engagement strategy for initial City approval that will be shared with the CAC in order to begin the conversation about its ultimate design and subsequent implementation.
- 2) Coordinate the public outreach/engagement strategy design with the City's Strategic Initiatives and Communications staff.
- 3) Implement the public outreach/engagement strategy during the course of the Plan Update.
- 4) Conduct meetings and outreach, as needed, with any identified citizen or stakeholder group as identified during the course of the Plan Update.
- 5) Take the lead in all public outreach/engagement meetings supported by the City's Project Manager.
- 6) Create and distribute meeting notes from each meeting, summarizing all public comments and providing responses

**Public Hearings and Study Session Presentations:**

It is expected that the Successful Firm will conduct public hearings with the City Commission and the Plan Board during preparation of the Plan Update. Successful Firm shall be prepared to make multiple presentations to each body either separately or in combined format with presentations either in an informal (during preparation of the Plan Update) or formal (during adoption) context.

➤ *Deliverables and Expectations*

The Successful Firm will:

- 1) Develop a schedule for obtaining input from both the City Commission and Plan Board during the course of the Plan update for City approval.
  - a) Tentatively conduct the first informal session with each body at the outset of the Plan Update and then periodically at 25% completion tranches with final presentations coming during the actual adoption process.
  - b) Provide all necessary materials to conduct these sessions in a timely manner in order to insure compliance with City public hearing notice and submission guidelines.
- 2) Capture and document input from the City Commission and Plan Board.
- 3) Take the lead in all meetings supported by the City's Project Manager.
- 4) Create and distribute meeting notes from each meeting, summarizing all City Commission and Plan Board comments and providing responses

**Plan Update Preparation:**

Successful Firm will develop and deliver a professional Plan Update that the City can realistically implement to provide clear direction for development policy decisions, City services and City projects for the next ten (10) years. The scope of work for this update includes, but is not limited to, the tasks listed below to be detailed and mutually agreed upon in the final contract with the selected Successful Firm.



➤ *Deliverables and Expectations:*

- 1) Plan Update
  - a. Data inventory and analysis of existing conditions of the community inclusive of population, demographics, land use, transportation, public services, financial condition, infrastructure and projections to 2030.
  - b. A revitalized community vision for the City of Gainesville, FL in light of historical inequities, existing conditions and projected circumstances.
  - c. Policy development, goals and objectives for each of the identified topic areas/plan elements.
  - d. Development of associated goals and objectives based upon public outreach and engagement process.
  - e. Identification of community needs and projects based upon existing and projected conditions and local circumstances.
  - f. Review and analysis of existing and proposed new Plan elements.
  - g. Consistency of Plan Update with provisions of Florida State Statutes, City Ordinances and specifically the Land Development Code and other pertinent development regulations.
  - h. Revised or new Plan elements are to be completed and submitted during the course of the Plan Update to ensure a manageable process overall and ensure timely participation by various Committees, the City Commission, PlanBoard and the community.
  - i. Prepare and keep a “Public Draft” document with support materials in electronic format for transparency purposes and for presentation at the various Committees, City Commission, Plan Board and the community during the Plan Update informal review process.
  - j. Prepare and keep a “Final Draft” document in electronic format for transparency purposes and for presentation at the various Committees, City Commission, Plan Board and the community during the Plan Update formal adoption process.
- 2) Plan Format
  - a. The Successful Firm will be tasked with aligning the City’s Comprehensive Plan with the City Commission’s Strategic Framework and Plan at the outcome level.
    - (i) This may require an innovative approach/format for the Plan Update that may impact the standard Plan element format
    - (ii) Plan update needs to integrate the Strategic Framework and Plan in terms of focus areas, benchmarks and work plans
  - b. The Successful Firm will include an Implementation Program.
    - (i) The Implementation Program will set forth the actions necessary and identify responsible parties to achieve the goals and objectives of each element of the Plan Update inclusive of short and long term implementation strategies, capital improvements programming, new/updated land development regulation and identified funding sources.
    - (ii) The Implementation Program will serve as a primary manner in which to align the Plan Update with the City Commission’s Strategic Framework and Plan.
    - (iii) The Successful Firm will devise a template that can be utilized to annually report progress on implementation progress.
  - c. The Successful Firm will include an Executive Summary as part of the final document.
  - d. The Plan Update will be produced utilizing City established branding with an allowance for creative license.

- 3) Plan Components
  - a. The following is a list of Plan components required to be produced by Successful Firm to satisfy the Plan Update. The Successful Firm shall take the primary lead for completion of all Plan Update components with the City Project Manager and pertinent staff acting in a support role. The City encourages the Successful Firm to take an innovative and creative approach in carrying out the Plan Update, maximizing accessibility of the document and facilitating successful implementation of Plan Update precepts.
  - b. The Plan Update will be focused on the incorporated City of Gainesville, FL limits but will need to be cognizant of issues that cross incorporated boundaries such as current and prospective annexation, utility service areas and other pertinent regional community and governance issues. In those instances where other local/regional government entities would be impacted the Successful Firm should contact them.
  - c. Executive Summary/Introduction sections regarding Plan Update
    - (i) The Executive Summary will provide an encapsulated overview of the Plan Update process, its governing philosophy, and high level pertinent highlights.
    - (ii) The Introduction will orient the reader to the community, its history, general existing conditions, current and anticipated trends and demographics as well as the goals and purpose of the Plan Update process. Any population and demographic data regarding quantitative and qualitative characteristics of the community, current or anticipated, in narrative or spatial form, will be laid out in the introduction and carried throughout the document.
    - (iii) The Introduction will lay out in detail the public outreach and engagement process, methods of facilitating community interaction, key feedback mechanisms and level of participation. The results of the feedback inclusive of consensus and dissent will be also be reported.
    - (iv) Finally, the Introduction will provide an orientation to the structure of the document.
  - d. Plan Elements
    - (i) Land Use/Built Form
    - (ii) Equity and Inclusiveness
    - (iii) Mobility
    - (iv) Housing
    - (v) Infrastructure and Capital Improvements (Solid Waste, Storm water, Water/Sewer, Solid Waste, Electric)
    - (vi) Recreation/Nature
    - (vii) Arts/Cultural Affairs
    - (viii) Intergovernmental Coordination
    - (ix) Economic Competitiveness
    - (x) Technology and Innovation
    - (xi) Sustainability
    - (xii) Public Safety

## **D. MINIMUM REQUIREMENTS**

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**SECTION III – PRICE PROPOSAL**

Proposers are required to submit three (3) components in the pricing proposal:

- 1) Lump Sum price for the entire project –all inclusive of travel, administrative costs and other expenses.
- 2) Provide a breakdown of the lump sum by task
- 3) Detail hourly rate of each of the positions within Proposer’s company that will be participating in the development of the Comprehensive Plan.
- 4) Detail of how travel and administrative costs are calculated.

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## SECTION IV – PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

### A. FORMAT AND CONTENTS OF PROPOSAL

#### 1. 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.

#### 2. 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 proposer deems relevant.

#### 3. Price Proposal

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

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

#### 4. Qualifications

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

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

### B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

As outlined in the Scope's Intent section this is a Comprehensive Plan Update and it is anticipated that there will be a vigorous public engagement component designed to maximize public outreach and inclusive participation and therefore there is an expectation that proposers will be able to show a balance of expertise in both areas. It is expected therefore that proposers will have demonstrated experience working with communities (preferably Florida communities) of similar size and character as the City of Gainesville, FL in preparing Comprehensive Plans and/or in participating in other relevant civic engagement efforts. Individuals assigned to work on this project by proposers should have the requisite qualifications and level of experience consistent with this expectation as well.

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## SECTION V – EVALUATION CRITERIA AND PROCEDURES

### A. EVALUATION CRITERIA

#### 1.0 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 in four stages: Technical 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.

#### 1.1 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.

#### 1.2 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.

#### 1.3 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 or future presentations.

#### 1.4 Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as SBPP 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.

**B. SELECTION PROCESS**

The contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors 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. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.
3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms 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 vendor.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of City of Gainesville Comprehensive Plan Update. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

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## SECTION VI – GENERAL PROVISIONS

### A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(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 to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

### B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. 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."
2. 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; (5) coin toss. In the case where Federal funds are being utilized, articles 2,3 and 4 will not apply.
3. 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.
4. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

5. Insurance. Contractor shall provide proof of insurance in an amount as noted below:
- Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
  - Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).
  - The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.
  - Automobile Liability Insurance  
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).
- The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.
6. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
7. Term. The term of the contract will commence upon final execution and will continue for 18 months, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the City, may at its option, negotiate and extend the contract for 1 (one) additional 6 (six) month period.
8. Termination. The contract will provide termination by either party without cause upon 30 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.
9. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.
10. Joint Bidding/Cooperative Purchasing Agreement. All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.
11. Subcontractors. All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.
12. Florida Public Records Act. Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:
1. Keep and maintain public records required by the public agency to perform the service.



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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at: \_\_\_\_\_ 352-334-\_\_\_\_\_, [@cityofgainesville.org](mailto:cityofgainesville.org), P.O. Box 490 Mail Station 32, Gainesville, FL 32627.**

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### DRUG-FREE WORKPLACE FORM

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**DEBARRED AND SUSPENDED BIDDERS:**  
Breach of Contract

1. Scope.

This policy prescribes policies and procedures relating to:

  - (a) the debarment of bidders for cause;
  - (b) the suspension of bidders for cause under prescribed conditions;  
and,
  - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.
- 2.1 Definitions.
  - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or inadequate performance.
  - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
  - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
  - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
  - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
  - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.
  - (a) The Procurement Division shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
  - (b) The list shall show as a minimum the following information:
    - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
    - (2) the basis of authority for each action;
    - (3) the extent of restrictions imposed; and,
    - (4) the termination date for each debarred or suspended listing.
  - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Procurement Division as debarred or suspended shall be treated as follows.

  - (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement

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

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

5. Causes and Conditions Applicable to Determination of Debarment.

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

(a) Causes

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

(b) Conditions.

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

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

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

8. Notice of Debarment or Suspension.  
When the Procurement Division seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:
  - (1) stating that debarment or suspension is being considered;
  - (2) setting forth the reasons for the proposed action;
  - (3) indicating that such party will be afforded an opportunity for a hearing if requested within ten (10) days; and,
  - (4) indicating that such party may make a written response in accordance with Section 9(a).
9. Response to Notice of Debarment or Suspension.
  - (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
  - (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
  - (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
  - (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Procurement Division shall be deemed final and the party so notified.
10. Rejection of Bids, Breach of Contract.
  - (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
  - (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
  - (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for debarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

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## ARTICLE X. LOCAL PREFERENCE POLICY\*

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

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

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

(Ord. No. 001261, § 1, 3-29-04)

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

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

(Ord. No. 001261, § 2, 3-29-04)

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

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

(Ord. No. 001261, § 3, 3-29-04)

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

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

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

(Ord. No. 001261, § 4, 3-29-04)

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

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

(Ord. No. 001261, § 5, 3-29-04)

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**CITY OF GAINESVILLE**

**CERTIFICATION OF COMPLIANCE WITH LIVING WAGE**

**The undersigned** hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for City of Gainesville Comprehensive Plan update a living wage of \$12.3798 per hour to covered employees who receive Health Benefits from the undersigned employer and \$13.6298 per hour to covered employees not offered health care benefits by the undersigned employer.

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

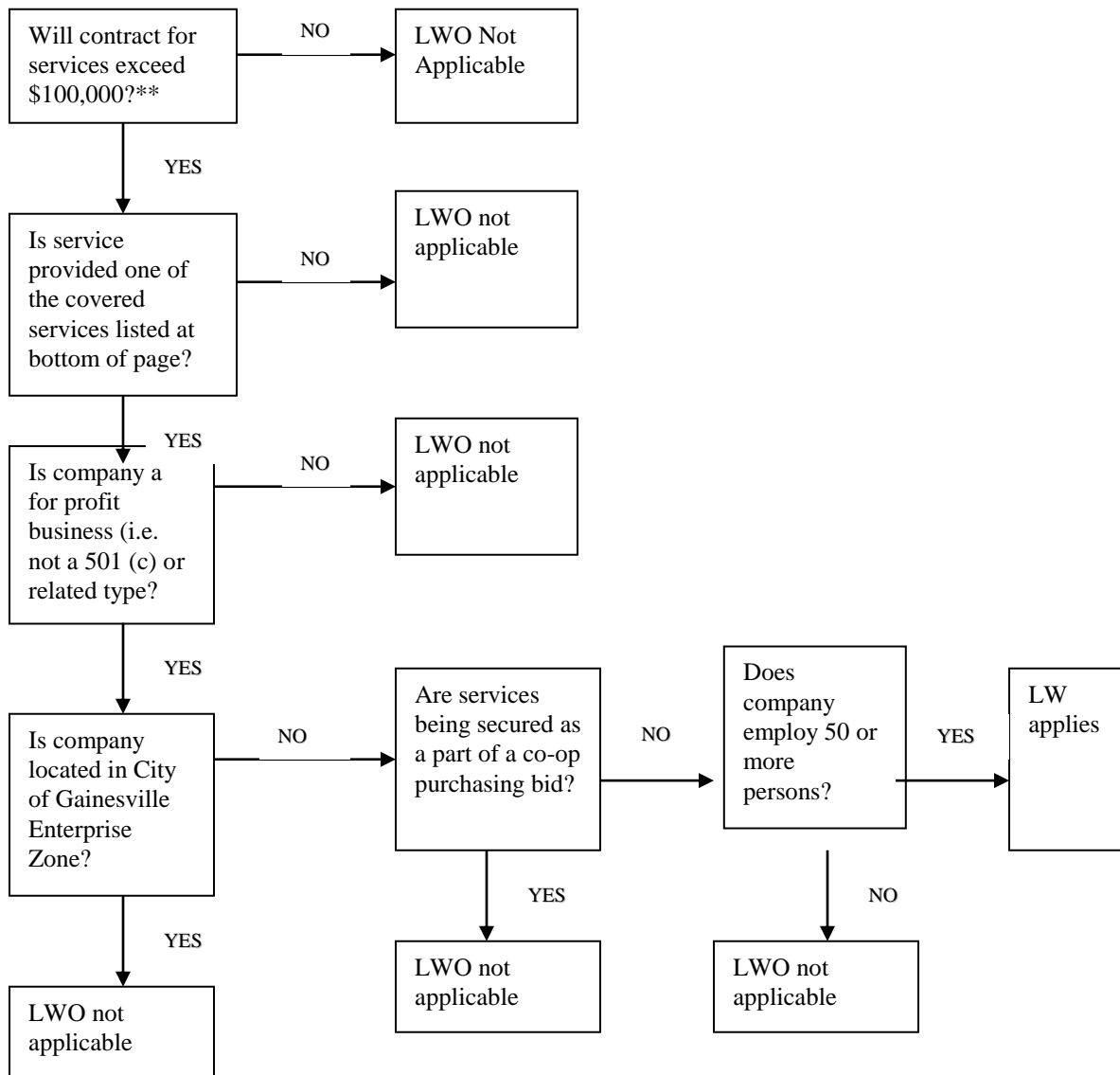
Signature:\_\_\_\_\_ Date:\_\_\_\_\_

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

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

### 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.**

**LIVING WAGE COMPLIANCE**

See Living Wage Decision Tree (Exhibit C hereto)

Check one:

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

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

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**PROPOSAL RESPONSE FORM – SIGNATURE PAGE**

**(All three (3) pages of this form must be submitted with your proposal)**

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

PROJECT: City of Gainesville Comprehensive Plan Update

RFP #: DODX-200012-GD

RFP DUE DATE: January 22, 2020

Proposer’s Legal Name: \_\_\_\_\_

Proposer’s Alias/DBA: \_\_\_\_\_

Proposer’s Address: \_\_\_\_\_  
\_\_\_\_\_

**PROPOSER’S REPRESENTATIVE (to be contacted for additional information on this proposal)**

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

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

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

**ADDENDA**

The Proposer hereby acknowledges receipt of Addenda No.’s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
to these Specifications.

**TAXES**

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

**LOCAL PREFERENCE (check one)**

Local Preference requested:       YES       NO

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

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

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

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

**SERVICE-DISABLED VETERANS' BUSINESS (check one)**

Is your business certified as a service-disabled veterans' business?  YES  NO

**LIVING WAGE COMPLIANCE**

See Living Wage Decision Tree (Exhibit C hereto)

**Check One:**

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

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

**Signature Page Follows**

SIGNATURE ACKNOWLEDGES THAT: (check one)

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

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

ATTEST:

(CORPORATE SEAL)  
PROPOSER:

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

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

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

**RFP #:** DODX-200012-GD

**DUE DATE:** January 22, 2020@ 3:00 pm

**SEALED PROPOSAL ON:** City of Gainesville Comprehensive Plan Update

IF YOU DO NOT BID

Please check the appropriate or explain:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Are you a minority business?      yes \_\_\_\_\_      no \_\_\_\_\_

RFP (09/22/03)  
Rev. local pref. 10/1/04;7/25/05;10/05;4/06;10/06;3/07;10/11;05/12;03/16;7/19/17

This form Document No. P04-213 is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney