

BID COVER PAGE



Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
(352) 393-8789
Issue Date: November 16, 2020

REQUEST FOR PROPOSAL (RFP): #HOUS-210001-GD
Affordable Housing Property Donation Pilot Program

PRE-PROPOSAL MEETING: Non-Mandatory Mandatory N/A Includes Site Visit
DATE: Wednesday, December 2, 2020 **TIME:** 2:00pm
LOCATION: Zoom – Refer to Exhibit 6 for ZOOM access information.

QUESTION SUBMITTAL DUE DATE: Wednesday, December 9, 2020; 3:00pm

DUE DATE FOR UPLOADING PROPOSAL: Thursday January 14, 2021; 3:00pm

SUMMARY OF SCOPE OF WORK:

The City of Gainesville is seeking to donate non-contiguous vacant land, to a nonprofit organization, to build affordable owner-occupied single-family homes and/or duplexes. Generally, the lots are located in the Duval Area of Northeast Gainesville, along Northeast 9th Avenue, near Northeast 16th Terrace and Northeast 17th Street. The City desires that the development of these lots contributes to the overall redevelopment of the area.

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

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

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

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

Legal Name of Bidder: _____

DBA: _____

Authorized Representative Name/Title: _____

E-mail Address: _____ FEIN: _____

Street Address: _____

Mailing Address (if different): _____

DBA: _____

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

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

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

PART 1 – REQUEST FOR PROPOSAL INFORMATION

Thank you for your interest in working with the City of Gainesville on the Affordable Housing Property Donation Pilot Program.

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

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1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar (www.demandstar.com). The City accepts submittals through “E-Bidding” on DemandStar.com. In order to submit a bid response to this solicitation the bidder must be registered with DemandStar. All vendor participation on DemandStar is FREE to parties interested in viewing and downloading documents as well as submitting proposals. Instructions on how to register and use DemandStar are available on the website.

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

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

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

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

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid

Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

The Pre Proposal Meeting is scheduled on ZOOM. Refer to Exhibit 6 for meeting access information.

The Bid Opening is scheduled on ZOOM. Refer to Exhibit 6 for meeting access information. Attendance (live viewing) of the bid opening is not required. However, if you wish to join the bid opening you must register. This meeting will be recorded for Public Record.

1.3 RFP TIME TABLE

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

Activity	Day	Tentative Dates	Time	Location/Comments
RFP on DemandStar	Mon	11/16/20		Cone of Silence Begins
Non Mandatory Pre-Bid Meeting	Wed	12/02/20	2:00pm	Zoom (Public Meeting)
Deadline for receipt of questions	Wed	12/09/20	3:00pm	
Deadline to Upload Proposals	Thurs	01/14/21	3:00pm	DemandStar/Zoom (Public Meeting)
Evaluation Meeting	Mon	02/01/21	1:00-2:30pm	Zoom (Public Meeting)
Oral presentations, if conducted	Wed	02/10/21	1:00-5:00pm	Zoom (Invitation Only)
5-Day Protest Period Posting		2/15-2/19/21		
Recommendation of Award to City Commission	Thurs	03/04/21	1:00pm	Zoom Cone of Silence Ends
Contract Finalization Period		2-5 weeks		
Purchase Order issued		1 day		
Projected contract start date		TBD		

All dates are subject to change. Bidders will be notified via Addendum posted in DemandStar.com in event of any schedule change.

All ZOOM meeting access information is available in Exhibit 6.

1.4 PROHIBITION OF LOBBYING

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

1.5 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.4) on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the RFP, which allows for immediate submittals to the City of Gainesville Procurement Division for the RFP and the time the City Officials and Employee awards the contract.

1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

Bidder must demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

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

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

These criteria consider the bidder's capability to perform:

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

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

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

1.7 RESPONSIVENESS OF PROPOSAL

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

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PART 2 – PROJECT OVERVIEW

2.1 GENERAL DESCRIPTION

The City of Gainesville is seeking to donate non-contiguous vacant land to a nonprofit organization to build affordable owner-occupied single-family homes and/or duplexes. Generally, the lots are located in the Duval Area of Northeast Gainesville, along Northeast 9th Avenue, near Northeast 16th Terrace and Northeast 17th Street. The City desires that the development of these lots contributes to the overall redevelopment of the area. In particular, the development of these lots should complement several other nearby City initiatives, including the redevelopment of the Clarence Kelly Community Center.

2.2 PROJECT SPECIFICATIONS

The City of Gainesville is seeking to donate non-contiguous vacant land to a nonprofit organization to build affordable owner-occupied single-family homes and/or duplexes. In exchange for the land, the nonprofit organization must sell the home to a household that qualifies as Low-Income, as defined by the United States Department of Housing and Urban Development (HUD), at a price that is, and will remain, affordable to those households. The nonprofit organization will be required to sell the home and move the family in, within two years of receiving the parcel. In the event that the nonprofit organization is not able to complete that task, the ownership of the parcel will revert to the City.

In addition, the homes must meet all of the City housing program's standards for health, safety, accessibility, aging in place, structural integrity, storm resistance and the efficient use of energy and water. They must be code-approved site-built homes: no modular, manufactured, or prefabricated home designs will be approved. Building design shall provide for code compliant, safe, secure, healthful, and attractive living facility environmentally suited to the social, economic, and recreational needs of resident families and individuals. The design and layout of the houses shall provide for ease of circulation and housekeeping; visual and auditory privacy; compliance with all building code requirements including light, ventilation, fire, etc. The residences shall also provide for accident protection, appropriate use of space and sanitation facilities. Each residence shall provide for quality construction and materials, and provide an aesthetics and curb appeal that contribute to the neighborhood in a positive manner.

Respondents must submit a proposal to develop all of the parcels. The City reserves the right to donate land to more than one respondent. A limited amount of City funds may be available for down payment assistance to the households that will ultimately occupy the units. All submittals to this RFP will become the property of the City.

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The lots that the City is seeking to donate are shown on the attached map and are listed below.

Parcel #	Address	Zoning Dist.	Size in sq. feet/acres	OR Book/Page
10674-016-000	1738 NE 9 Ave	RC	6,000/0.14	2739/500
10674-018-000	1742 NE 9 Ave	RC	3,500/0.08	2682/1137
10675-007-000	913 NE 13 Terr	RC	7,125/0.16	3117/1273
10675-013-000	1622 NE 9 Ave	RC	3,500/0.08	3117/1275
10675-014-000	1626 NE 9 Ave	RC	6,000/0.14	2825/809
10677-001-000	1609 NE 9 Ave	RC	6,500/0.15	2760/499
10677-014-000	817 NE 15 Terr	RC	2,375/0.05	2733/973
10678-004-000	823 NE 16 Terr	RC	3,000/0.07	3091/1166, 3046/1348
10678-005-000	1623 NE 9 Ave	RC	6,500/0.15	2645/461
10678-007-001	800 blk NE 16 Terr	RC	2,375/0.05	3178/1169
10679-002-000	1725 NE 9 Ave	RC	9,000/0.21	2829/723
10679-005-000	827 NE 17 St	RC	6,500/0.15	3117/1273

For more specific information about the location, number, size, dimensions, zoning, address and parcel numbers of the lots, contact Kara Brecken, City of Gainesville Land Rights Coordinator, at 352-393-8404.

OTHER REQUIREMENTS

1. In order to promote community identity and safety, each structure must have a porch on all building sides that face a public street. The porch shall be at least seven feet deep and cover at least 80% of the width of that side of the building.
2. Landscaping shall include shrubs, trees or solid sod on all non-paved areas.
3. Each residence shall be provided necessary site development improvements including curb cuts and utilities services.
4. Each respondent/applicant shall provide landfill and grading as necessary to meet all applicable requirements regarding floor elevations and drainage for each parcel.
5. Each residence shall include a refrigerator with a minimum size of 18 cubic feet, a range and oven combination with a minimum width of 30 inches (with a range hood fan with light in naturally ventilated kitchens or exterior vented range hood exhaust fan with light(s) in kitchen), and a stainless steel double sink.
6. Each residence shall include an exterior door viewer.
7. Each residence shall include a door bell.
8. At each closing, the respondent shall provide to each buyer a copy of the roof warranty (A manufacturer's labor and material 15-year warranty and a minimum 5-year workmanship warrantee).
9. The respondent shall obtain a soil treatment certificate for each parcel.

A NOTE ABOUT NE 9TH AVENUE

Currently, NE 9th Avenue, between NE 16th Terrace and NE 17th Drive is not built. Access to that road segment is necessary to develop lots 1, 2, 5, 8 and 11; and desirable for lots 4, 9 and 12. Presently, the City owns right-of-way for most of that road segment. Prior to the development of the lots, the City intends to build that segment of NE 9th Avenue. The City will coordinate the timing of the road construction with the developers of the lots.

A NOTE ABOUT THE SIZE OF THE LOTS

The City of Gainesville consists of many different types and sizes of households. There is great demand for a wide variety of types and sizes of decent affordable housing. As a community, we need to be more creative in how we provide housing. One size does not meet the needs of all of Gainesville's households. The fact that some of the lots are small does not mean that they are unbuildable or that there are no households that would benefit from owning and occupying a residence on them. The City strongly recommends that potential respondents familiarize themselves with the requirements of the RC zoning district and with Article X (Nonconformities and Vested Rights) of the City's Land Development Code.

DISCLAIMERS

The property is offered "AS IS, WHERE IS." The City of Gainesville makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the donated property. The grantee is not entitled to any payment for loss of profit or any other money damages—special, direct, indirect, or consequential. The City of Gainesville makes no warranty, guaranty or representation of any kind, expressed or implied, as to the marketability or chain of title to the property, legal access to the property, zoning, road frontage, water/sewer/electric availability, environmental conditions, or physical attributes of the property.

The City strongly recommends that potential applicants inspect the property and complete a title search before applying. All parcel dimensions are approximate.

The City of Gainesville reserves the right, in its sole discretion, to remove parcels from the Property Donation List and reject any applications submitted.

The grantee is responsible for any intangible taxes on the deeds and any recording costs.

Any other costs or fees desired or incurred by the grantee, such as private attorney, title insurance, closings, survey, tests or examinations are the responsibility of the grantee.

The City of Gainesville shall not convey property to a person or entity who is delinquent on the payment of City liens or real estate taxes.

2.3 BIDDER MINIMUM QUALIFICATIONS

- a. Responding organizations must be classified as 501c3 charitable organization by the IRS.
- b. Responding organizations must be Florida Nonprofit Corporations.
- c. Responding organizations and the organization's employees must have at least one year of experience in the permitting and construction of single-family residences, duplexes, subdivisions and/or minor subdivisions.
- d. Respondents must demonstrate the financial and logistical ability move families into the homes within 2 years of receipt of the property.
- e. Respondents must submit a proposal to develop all of the parcels.

2.4 CITY RESPONSIBILITY

The City will be responsible to the selected respondents for the following tasks:

- a. Definition of scope of work for specific projects.
- b. Monitoring contractor's progress for contract compliance.
- c. Provide information concerning project which is available in City files.
- d. Inform the contractor of any known City design parameters or requirements.

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PART 3 – COST OF HOMES/SALE PRICE OF HOMES

3.1 All Proposals should include:

- a. The estimated cost of building the homes
- b. The estimated sales price for the homes
- c. The number of units to be built on each property
- d. The number of bedrooms to be built in each home

3.2 Each Proposal must include the above information for every home site on the list provided in section 2, Scope of Work

City reserves the right to award allocation of properties to one or more contractors.

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PART 4 – HOW TO SUBMIT A PROPOSAL

Instructions to bidders: Proposals must contain each of the documents listed below; each fully completed, 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.

4.1 REQUEST FOR PROPOSAL FORMAT

a) Table of Contents

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

b) Technical Proposals

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

c) Cost of Homes/Sale Price of Homes

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

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

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

d) Qualifications

The response to the minimum qualification requirements should address each of the qualifications set out in section 2.3. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

4.2 CONTENT OF PROPOSAL

REQUIRED DOCUMENTS

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

- a. Address each Minimum Qualification (Section 2.3)
- b. Provide a Statement of all Qualifications that will communicate the capabilities of the proposer to successfully complete the project
- c. A narrative summary of your proposal.
- d. A written narrative explaining how the design, materials, colors and architectural elements of the buildings complement, and add value and positive aesthetics to the existing buildings in the area.
- e. The size of each unit, in terms of square feet, height, number of stories, number of bedrooms and number of bathrooms.
- f. Detailed and legible exterior elevation drawings, site plans and interior floor plans of the proposed buildings on each parcel.

- g. Pictures and street addresses of similar projects that the applicant has completed.
- h. A detailed project timeline identifying specific key tasks and milestones necessary to concurrently develop multiple lots and ensure projects are completed on time and within budget.
- i. The proposed sale price of each unit.
- j. A detailed project budget (revenues and expenditures).
- k. A list of your organization's preference of parcels, with the first parcel listed being your organization's most preferred parcel to acquire and develop
- l. An Organizational Chart of the organization's Management and Project Team
- m. Resumes of project staff, including contractor's licenses, as applicable.
- n. Articles of Incorporation.
- o. A copy of the organization's most recent audit and/or certified financial statement.
- p. Copies of commitment and support letters from financial institutions and partnering organizations.
- q. Statement of Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/ Penalties (Section 8.10)

REQUIRED FORMS

The following Forms are required to be included in the proposer's submission, and should be presented together, in the last section of the Proposal:

- a. RFP Cover Page
- b. Proof of nonprofit status from the State of Florida.
- c. Drug-Free Workplace Form
- d. Bidder Verification Form
- e. Certification of Compliance with Living Wage, if applicable to proposer
- f. 501c3 letter from the IRS
- g. Copy of any applicable, current licenses and/or certifications required by City/County/State
- h. Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)

4.3 PROPOSAL SUBMISSION INSTRUCTIONS

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

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

~~[On occasion, the City will request proposals present pricing separately from the main proposal. If separate pricing is requested, upload a separate document that indicates Pricing as its content. Not applicable to this solicitation.]~~

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

Both the response the Cost of Homes/Sales Price of Homes must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

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

4.4 DISCLOSURE AND CONFIDENTIALITY

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

- A. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
 - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in items 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
 - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- B. Request for Trade Secret or Otherwise Confidential and Exempt Information.
 - a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
 - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable

amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.

- c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
- d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

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

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

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

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

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

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

4.5 EXCEPTION TO THE RFP

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

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

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

4.6 ONLY ONE BID

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

4.7 FULLY INFORMED BIDDER

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

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PART 5 – EVALUATION PROCESS

5.1 EVALUATION CRITERIA

A. Selection and Evaluation Criteria

Proposals will be evaluated in accordance with the procedures described in the City's, Professional Services Evaluation Handbook as modified for this solicitation D– Exhibit 7.

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

B. Technical Qualifications Evaluation

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

C. Written Proposal Evaluation

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

D. Project Specific Proposal Evaluation

The following criteria will be evaluated as an addition to the Technical and Written Proposal sections:

- a. How feasible is the agency's plan to move families into the homes within 2 years of receipt of the property? This criterion is to evaluate the plan; and the agency's financial resources, logistical experience and abilities.
50 points (higher score for higher feasibility, more resources, and higher experience and ability)
- b. How many families can be housed?
15 points (higher score for housing more families)

- c. Are there any assurances that the homes will remain affordable to subsequent owners? If yes, for how long?
15 points (higher score for remaining affordable)
- d. How affordable will the homes be?
10 points (higher score for higher affordability)
- e. How does the agency's plan (in terms of function, materials, aesthetics and architecture) complement and add positive aesthetics to the neighborhood; and to the development and redevelopment efforts in the Duval Area?
10 points (higher score for better fit)

5.2 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.

5.3 Other factors

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

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PART 6 – SELECTION PROCESS

The firm or firms will be selected from qualified, responsive and responsible bidders submitting responses to this Request for Proposal. The selection process will be as follows:

- A. Evaluators consisting of City staff will review the proposals. The evaluation process provides a structured means for consideration of all proposals.
- B. Upon review and evaluation, the City may request oral presentations from the top ranked proposers. During the oral presentations, the proposers 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. Proposers selected for further presentations should provide one (1) electronic copy of materials presented in PDF format via email attachment to dykemangb@cityofgainesville.org.
- C. The final ranking of proposers will be in accordance with the procedures described in the City's Professional Services Handbook as modified for this solicitation, Exhibit 7, and the additional evaluative factors indicated in Part 5, D.
- D. If required, the final ranking of proposers 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 proposer.
- E. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer. Should the City be unable to negotiate a satisfactory contract with the top ranked proposer, 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. Should the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City shall reject the bid and may seek to re-solicit responses in the future.

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PART 7 – AWARD

7.1 TIE BIDS

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

7.2 DRUG-FREE WORKPLACE

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

7.3 CONTRACT TERMS AND CONDITIONS

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

The City reserves the right to enter into contract negotiations with one or more bidders regarding the terms and conditions of the contract and the technical terms. Price will not be negotiated. If the City and the selected bidders cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the alternative bidders. 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.

7.4 CONTRACT AWARD

The award(s), if any, shall be made to the bidder(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final. The City may award to more than one Contractor.

7.5 CONTRACT

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

7.6 BID PROTEST

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

7.7 RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

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

PART 8 – GENERAL INFORMATION

8.1 LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

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

8.2 SMALL AND SERVICE-DISABLED VETERAN BUSINESS

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

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

For bidders not yet certified by the City, a small and service-disabled veteran application may be accessed via the Office of Equal Opportunity website. To be considered as a certified small and/or service-disabled veteran business, a bidder must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity website.

8.3 LIVING WAGE POLICY & COMPLIANCE

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

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

If applicable, the adjusted Living Wage for this contract will be \$ 12.5962 per hour (Living Wage with Health Benefits) or \$ 13.8462 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the Certification of Compliance with Living Wage (refer to form in Part 9 – Exhibits), prior to the City executing the contract. Once executed, such certification will become part of the contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

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

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.

8.4 TAXES, CHARGES AND FEES

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 the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

8.5 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the 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 (if so required).

8.6 RULES; REGULATIONS; LICENSING REQUIREMENT

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

8.7 RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

8.8 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, bidder agrees that it:

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

8.9 PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

8.10 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/ FINES/PENALTIES

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

8.11 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color,

religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

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

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

8.12 USE OF RFP REPLY IDEAS

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

8.13 SPECIALTY FUNDING, IF APPLICABLE Intentionally Left Blank

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PART 9 – SAMPLE CONTRACT

This contract is a sample of what possibly could be included in the contract with awarded vendors, however, because this project is unique, it will likely contain clauses that are not available at this time.

CONTRACT FOR _____

THIS CONTRACT ("Contract"), entered into on the _____ day of _____, 2015 between the CITY OF GAINESVILLE, a Florida municipal corporation, ("City"), **insert address** and _____, ("Contractor"), **insert address**, taken together, shall be known as "Parties".

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

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

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be one year, commencing on **insert date** and terminating on **insert date**. The Contract may be extended for an additional year, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of **insert date**.

Or

The term of the Contract shall be effective on the **insert date** and shall expire upon the Contractor's satisfactory completion of the Scope of Services, unless otherwise terminated pursuant to this Contract.

AND In some instances

The terms and conditions of this Contract shall extend beyond the termination of this Contract for all orders or services placed under this contract prior to the termination date of this Contract.

2. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services

have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

3. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

4. CONTRACT DOCUMENTS.

- A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the 'Contract Documents'):
 - i. Contract;
 - ii. Addenda to Bid Documents (attach and identify by title, number and date);
 - iii. Bid Documents (attach and identify by title, number and date); and
 - iv. Contractor's response to Bid documents (*attach and identify by title, number and date*).
- B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

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

The delivery schedule is hereby defined as the period which will elapse between receipt of a purchase order and the arrival of the materials or equipment at the designated point of delivery. Meeting specified delivery schedules is of the essence of this Contract and is a significant part of the performance of the Contract. Failure to meet such schedules may result in Termination of the Contract as described in Paragraph 10 of this Contract.

- A. delivery location:
All materials or equipment shall be bid F.O.B. Gainesville, Florida.
- B. delay

Notwithstanding the delivery schedule, the City shall have the right to delay the delivery for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the delivery schedule shall be extended for a period equivalent to the time lost by reason of the City's delay.

If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either the City or Vendor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by the City within its control, Vendor's sole remedy under the Contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the work to the date of termination.

[OR]

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

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

[OR]

5. PARAGRAPH 5 INTENTIONALLY OMITTED.

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

6. COMPENSATION/PAYMENT.

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

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

7. INDEMNIFICATION.

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

This section and indemnification will survive and be in full force and effect after any termination or expiration of this Contract.

Or for intergovernmental or Interlocal agreements:

Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents and employees.

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

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

Workers' Compensation insurance providing coverage in compliance with Florida Statutes

Professional Liability insurance (Errors and Omissions) \$2,000,000 per occurrence

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

- Automobile Liability insurance \$250,000 each person, \$500,000 per occurrence combined single limit for bodily injury and property damage
- Property Damage insurance \$100,000 per occurrence combined single limit for bodily injury and property damage

- B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.
- C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

9. SOVEREIGN IMMUNITY.

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

10. TERMINATION.

- A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.
- B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

11. INDEPENDENT CONTRACTOR.

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

12. INTELLECTUAL PROPERTY AND WORK PRODUCT.

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

13. RECORDS AND RIGHT-TO-AUDIT.

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after

termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

14. CONTRACTOR'S ASSURANCES.

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

15. WARRANTY.

[are there specific warranties requested in the bid? If so, list them here or reference them here]

16. PUBLIC RECORDS.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

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

17. DISPUTE RESOLUTION

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

18. ATTORNEY'S FEES AND COSTS.

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

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

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

[OR]

19. PARAGRAPH INTENTIONALLY OMITTED

20. APPLICABLE LAW AND VENUE.

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

21. DEFAULT AND REMEDIES.

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

22. NOTICES.

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

CITY:

City of Gainesville
Office of the City Manager
Attn: Lee Feldman
200 East University Avenue
4th Floor
Gainesville, FL 32601

CONTRACTOR:

Insert Contractor's Information

23. SEVERABILITY.

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

24. INTEGRATION/MERGER.

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

25. MODIFICATION AND WAIVER.

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

26. CAPTIONS AND SECTION HEADINGS.

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

27. ASSIGNMENT OF INTEREST.

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

28. SUCCESSORS AND ASSIGNS.

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

29. THIRD PARTY BENEFICIARIES.

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

30. CONSTRUCTION.

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

31. COUNTERPARTS.

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

32. EXHIBITS.

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

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

NAME OF COMPANY:

Signature: _____

Print Name: _____

Title: _____

Date: _____

CITY OF GAINESVILLE:

Signature: _____

Print Name: _____

Title: _____

Date: _____

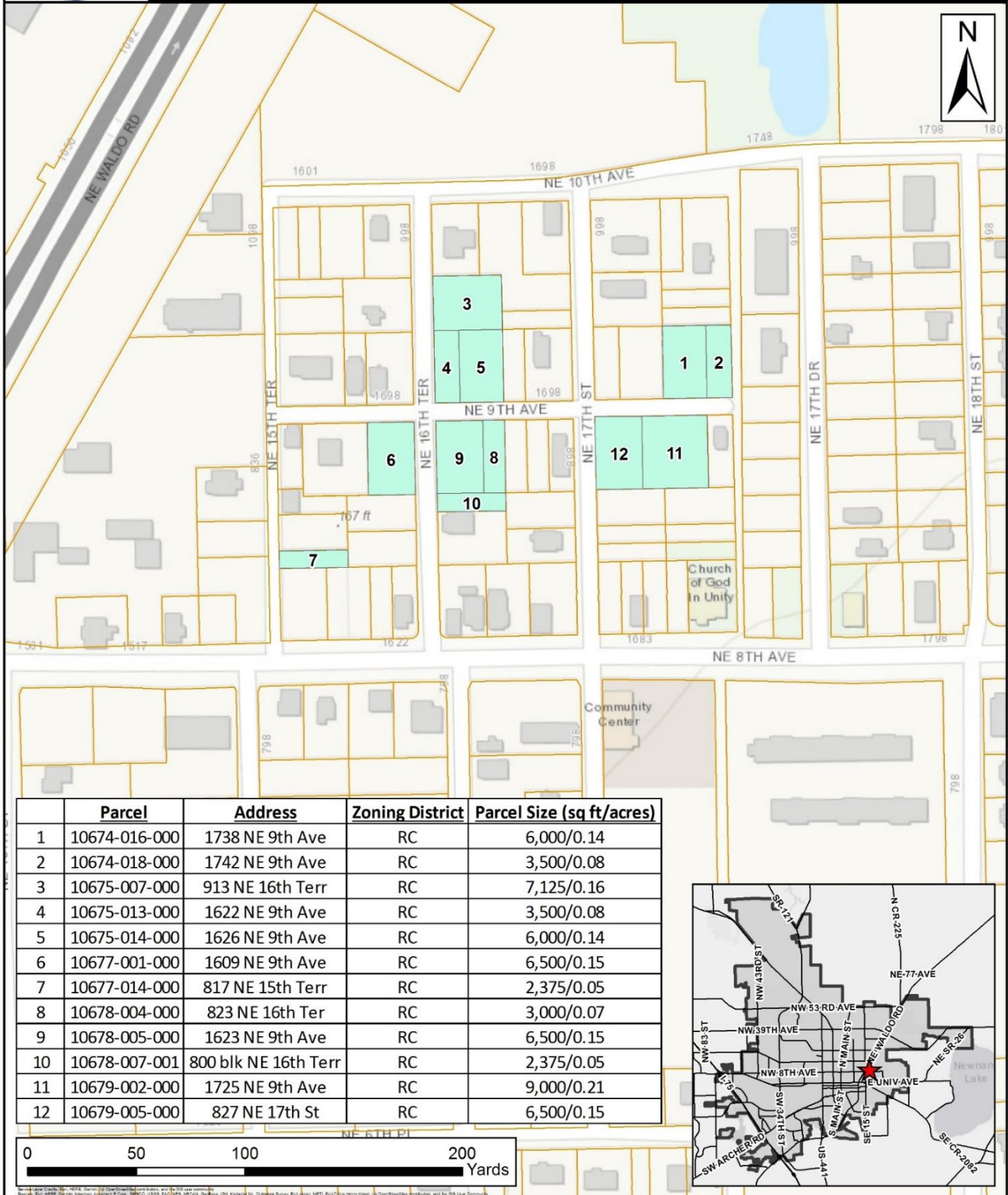
APPROVED AS TO FORM AND LEGALITY

City Attorney

PART 10 – ATTACHMENT 1 – MAP OF POTENTIAL LOT DONATIONS



Potential Lot Donations



PART 11 – EXHIBITS

The following documents/forms are included in this section:

1. Drug-Free Workplace Form
2. Bidder Verification Form
3. Living Wage Decision Tree
4. Certification of Compliance with Living Wage
5. Reference Form
6. Zoom Meeting Access Information
7. Professional & Other Services Evaluation Handbook – Modified for RFP #HOUS-210001

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

Exhibit 1 - DRUG-FREE WORKPLACE FORM

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

_____ does:

(Name of Proposer)

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 bidder complies fully with the above requirements.

Bidder's Signature

Date

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

Exhibit 2 - BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: YES NO

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

- Business Tax Receipt
- Zoning Compliance Permit

Qualified Small Business and/or Service Disabled veteran Business Status

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

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

Living Wage Compliance

See Living Wage Decision Tree (Exhibit 3):

- 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 employs 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.

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

YES NO (refer to Part 1, 1.6, last paragraph)

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

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

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

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

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

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

Bidder's Name

Printed Name/Title of Authorized Representative

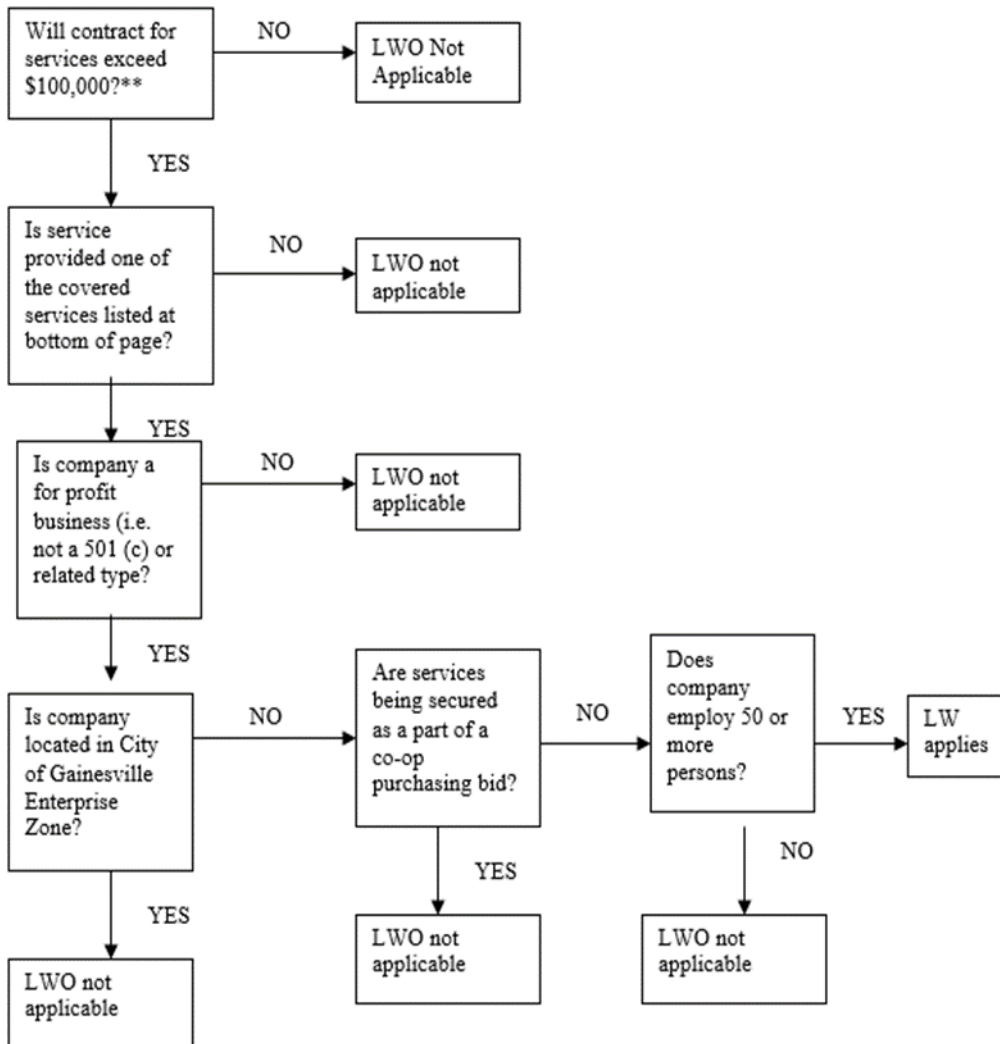
Signature of Authorized Representative

Date

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

Exhibit 3 - LIVING WAGE DECISION TREE

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



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

Exhibit 4 -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 Affordable Housing Property Donation Pilot Program a living wage of \$12.5962 per hour to covered employees who receive Health Benefits from the undersigned employer and \$13.8462 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____

Address: _____

Phone Number: _____

Name of Local Contact Person: _____

Address: _____

Phone Number: _____

Amount of Contract: \$ _____

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

Exhibit 5 – REFERENCE FORM

Name of Bidder: _____

Provide information for at least three (3) references of similar scope performed within the past three years. You may include photos or other pertinent information.

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

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address (if available): _____

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

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address (if available): _____

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

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address (if available): _____

Exhibit 6 – ZOOM MEETING ACCESS INFORMATION

Non Mandatory Pre-Bid

12/2/20 – 2:00pm

Join Zoom Meeting

<https://us02web.zoom.us/j/81367500724?pwd=dk1wUG5mRWpwMWxINDZDem14SDBwZz09>

Meeting ID: 813 6750 0724

Passcode: VM8Gr1

One tap mobile

+19292056099,,81367500724#,,,,,0#,,529219# US (New York)

+13017158592,,81367500724#,,,,,0#,,529219# US (Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 813 6750 0724

Passcode: 529219

[Find your local number: https://us02web.zoom.us/j/khojZXZ7y](https://us02web.zoom.us/j/khojZXZ7y)

Bid Opening

1/14/2021 - 3:00pm

Join Zoom Meeting

<https://us02web.zoom.us/j/81056113098?pwd=S3pyb084SW1zWGRRRy8ySmlzeXBrQT09>

Meeting ID: 810 5611 3098

Passcode: y8FmpE

One tap mobile

+13017158592,,81056113098#,,,,,0#,,844220# US (Germantown)

+13126266799,,81056113098#,,,,,0#,,844220# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 810 5611 3098

Passcode: 844220

[Find your local number: https://us02web.zoom.us/j/kbGP13eHbn](https://us02web.zoom.us/j/kbGP13eHbn)

Evaluation Meeting

2/1/2021 - 1:00-2:30pm

Join Zoom Meeting

<https://us02web.zoom.us/j/84509988142?pwd=MFhpYzFkZWZYN0wramhMdmNjdlllMz09>

Meeting ID: 845 0998 8142

Passcode: LpR4T3

One tap mobile

+19292056099,,84509988142#,,,,,0#,,432554# US (New York)

+13017158592,,84509988142#,,,,,0#,,432554# US (Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 845 0998 8142

Passcode: 432554

[Find your local number: https://us02web.zoom.us/j/84509988142?pwd=MFhpYzFkZWZYN0wramhMdmNjdlllMz09](https://us02web.zoom.us/j/84509988142?pwd=MFhpYzFkZWZYN0wramhMdmNjdlllMz09)

Exhibit 7

CITY OF GAINESVILLE

PROFESSIONAL & OTHER SERVICES EVALUATION HANDBOOK

Modified 11/09/2020

Specifically for RFP#HOUS-210001-GD

Affordable Housing Property Donation Pilot Program

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PROFESSIONAL & OTHER SERVICES EVALUATION PROCEDURE

INTRODUCTION

Florida Statutes and the Purchasing Policies and Procedures generally provide that the City select the best qualified firm to provide professional and other services. For this reason, a structured evaluation procedure has been developed to aid the City of Gainesville in selecting the most qualified firm. The evaluation process is based on the completion of a Professional Services Evaluation Package comprised of up to four stages: The Technical Qualification Evaluation, Written Proposal Evaluation, Price and the Proposal Presentation/Interview Evaluation, and Other Factors as deemed appropriate. All of the various stages are to be used in the evaluation process and the final ranking of the firms, unless otherwise approved by the Purchasing Manager.

The Technical Qualifications Evaluation, Written Proposal Evaluation, Price, and for this solicitation – Project Specific Evaluation, are used to select firms for Presentations, (no less than three, and no more than six firms, if Consultants Competitive Negotiations Act (CCNA) applies). In the event the offering is a RFQ or CCNA related, price will not be discussed until the ranking is approved and negotiations have begun. The Presentation/Interview Evaluation stage will be used in conjunction with the Technical Qualifications Evaluation, Written Proposal Evaluation, Project Specific Evaluation and Price stages, in order to arrive at a recommended ranking of the firms. All requests to waive the presentation/interview evaluation stage must be submitted to the Purchasing Manager for approval, by completing the form entitled, "Request to Waive Presentation/Interview Evaluation". After consideration the Purchasing Manager shall approve or disapprove the request for a waiver. The recommended ranking shall be obtained by taking into account all prior phases and other factors as deemed appropriate.

The City may consider a Local Preference business; unless superceded by Federal or State regulations. The Evaluation process provides a structured means for consideration of all these areas.

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.

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.

The Project Specific Evaluation will assess the firm's responsiveness to questions that are deemed important to the Evaluators in the context of this project. The items that will be evaluated include: 1. How feasible is the agency's plan to move families into the homes within 2 years of receipt of the

property? 2. How many families can be housed? 3. Are there any assurances that the homes will remain affordable to subsequent owners, if so, how long? 4. How affordable will the homes be? And 5. How does the agency's plan, (in terms of function, materials, aesthetics and architecture) complement and add positive aesthetics to the neighborhood; and to the development and redevelopment efforts in the Duval Area?

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.

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 Purchasing Policies and Procedures.

The evaluation will be conducted by City staff, except where otherwise deemed appropriate, and approved by the City Manager or his /her designee. Staff will be the Project Manager or user Department Head. Department Heads should avoid if at all possible appointing direct subordinates. The responding firms will be ranked in priority order, and submitted (may be short list of firms) to the City Manager for review. The City Manager will make a recommendation to the City Commission, to obtain authorization to negotiate a contract when estimated cost for services exceeds \$50,000. Services with an estimated cost of \$50,000 or less shall require approvals based on the assigned dollar value consistent with the requirements of the City Purchasing Procedures.

A copy of the Professional and Other Services Evaluation Handbook, which outlines guidelines and specific considerations, will be utilized in the evaluation process. Evaluation members will also be given the Florida Department of Management Services Professional Services Evaluation Table A as an example of a possible methodology which can be used for evaluating the importance of a proposer's location, when applicable.

Before beginning the actual evaluation process, staff shall ensure that they have a working knowledge of these procedures. Staff will complete the evaluation forms for Written, Technical, Presentation/Interview where applicable and Summary Ratings, and individually rank the firms based on the total points. There shall be no discussions between staff or any other persons of individual ratings outside of consensus review.

Each individual staff's rankings will be entered on the form entitled Final Ranking for Recommendation. Each of the individual rankings shall be converted to an assigned point value corresponding to the position ranking (i.e. 1st=6, 2nd=5, 3rd=4, 4th=3, and 5th=2 and 6th=1). The assigned points will then be totaled for each of the firms with the firm having the greatest number of assigned points being recommended as the top ranked firm, next highest being recommended as the second ranked firm, and the firm with the third highest number of points being recommended as

the third ranked firm and so on. In the event the use of assigned point values results in equal or tied firm ratings, then ratings of the tied firms shall be determined by using total point values attained for each of the firms. In the event a tie still remains, the decision will be reached by applying the "tie bids" section of the City's Purchasing Policy.

Upon completion of the final tabulated rankings, staff shall submit to the Purchasing Buyer each individual staff's ranking, the final tabulation and recommendation.

TECHNICAL QUALIFICATIONS EVALUATION

This stage considers information submitted in the area of technical qualifications and the evaluators' knowledge of the entity. Emphasis is placed on the firm's qualifications and ability to do the work, rather than the specific project approach which is addressed in the Written Proposal Evaluation. A total of 100 points is obtainable. The Technical Qualifications Evaluation Form shall be completed in accordance with the following guidelines:

Include narrative specific to each criteria scoring.

A. Ability of Professional Personnel - 55 points maximum

1. Do the resumes of the key staff support the firm's Competency in doing this type of work? Key staff includes the Project Manager, and other project team professionals.
2. Has the firm done this type of work in the past?
3. Does the project require familiarity or specific experience relative to local land development and/or building codes, regulations or similar regional requirements (i.e. - understanding of local context and development procedures, local climatic conditions, workforce, trades, material availability and construction costs) or processes, and does the firm possess such experience.
4. What is the firm's Florida Litigation history within the last ten years on projects they have worked on?
5. Is any of this work to be subcontracted? If so, what are the abilities of the firm(s) to be subcontracted?

Based on questions #1 through #5 above, award points as follows:

21-35 points - Exceptional Experience
11-20 points - Average Experience
0-10 points - Minimal Experience

6. Has the company or key staff recently in the past 5-10 years done this type of work for the City, the State, or for local government?
 - a. If the work was acceptable, award ten **(10)** POINTS.
 - b. If the firm has not done this type of work, award zero **(0)** points.
 - c. If the work was unacceptable, deduct up to ten **(10)** points and note, in detail why.
7. Are there factors, such as unique abilities, which would make a noticeable (positive) impact on the project?
 - a. If the answer is yes, award from one **(1)** to ten **(10)** POINTS and note, in detail reasons.
 - b. If the answer is no, award zero **(0)** points.

B. Capability to Meet Time and Budget Requirements: - 45 points maximum

1. Does the level of key staffing and their percentage of involvement, the use of subcontractors (if any), office location, and/or information contained in the transmittal letter indicate that the firm will, or will not, meet time and budget requirements?
 - a. Specific consideration should be given to whether a firm's location is an important factor for the particular project and the firm's ability to meet time and budget requirements. Point weightings and assignments relative to office location will depend on the nature of the project, including the project's size (small, medium or large or a study), complexity (not just ability/knowledge of project-specific technical issues, but perhaps knowledge of the time to navigate local permitting procedures or knowledge of the local material availability and construction costs) and the level of on-site consultation required.
2. Has the firm met or had trouble meeting time and budget requirements on similar projects?
3. Have proof of insurability.
4. If time schedules are applicable, will they meet the City's goals and timelines?
5. Workload: past (5 years), current, and future.
6. Has the firm had a history of requesting change orders for work or extensions of time other than for unforeseen conditions or owner requested changes in scope?

This factor is designed to determine how busy a firm is by comparing all Florida work against Florida personnel.

C. Modification

Categories and points may be modified, upon approval by the Purchasing Buyer, based upon the request of the user department for projects or issues that are considered to be unusual or specialized, and which requires different factors or weights (points). Such a request must be submitted to the Purchasing Buyer in writing and must indicate the desired revisions, allowing sufficient time for approval prior to advertising or mailing of the request for proposal.

WRITTEN PROPOSAL EVALUATION

This stage considers information submitted in a written technical proposal outlining the firm's approach based on its understanding of the scope of work. Emphasis is placed on the firm's proposed approach to the project scope of work, rather than the qualifications, which are addressed in the Technical Qualifications Evaluation. A total of 100 points is obtainable. The Written Evaluation Form shall be completed in accordance with the following procedure:

Include narrative for each criteria scoring.

A. Understanding Of Project Scope of Work - 30 points maximum

1. Did the proposal indicate a thorough understanding of the project scope of work?
2. Is the appropriate emphasis placed on the various work tasks?
3. Does the firm have experience with this type of project with a proven track record?

B. Project Approach - 30 points maximum

1. Did the firm develop a workable approach to the project?
2. Does the proposal specifically address the City's needs or is it "generic" in content?

C. Project Manager - 15 points maximum

1. Does the project manager have experience with projects comparable in size and scope?
2. Does the Project Manager have a stable job history? Has he/she been with the firm long, or have there been frequent job changes?

D. Project Team - 15 points maximum

1. Was a project team identified?
2. Is the team makeup appropriate for the project?
3. Do the team members have experience with comparable projects?
4. Are there any sub-contracted firms involved? Will this enhance the project team?
5. Are the hours assigned to the various team members for each task appropriate?

E. Project Schedule: - 5 points maximum

1. Is the proposed schedule reasonable based on quantity of personnel assigned to the project?
2. Are individual tasks staged properly and in proper sequence?

F. Proposal Organization - 5 points maximum

1. Was proposal organization per the RFP/Q?
2. Was all required paperwork submitted?
3. Did the proposal contain an excessive amount of generic boilerplate, resumes, pages per resume, photographs, etc.?

G. Modification

Categories and points may be modified, upon approval by the Purchasing Buyer, based upon the request of the user department for projects or issues that are considered to be unusual or specialized, and which requires different factors or weights (points). Such a request must be submitted to the Purchasing Buyer in writing and must indicate the desired revisions, allowing sufficient time for approval prior to advertising or mailing of the request for proposal.

PROJECT SPECIFIC PROPOSAL EVALUATION

This stage considers information submitted in Project Specific Evaluation. A total of 100 points is obtainable. The Project Specific Evaluation Form shall be completed in accordance with the following procedure:

Include narrative for each criteria scoring.

A. Feasibility - 50 points maximum

How feasible is the agency's plan to move families into the homes within 2 years of receipt of the property?

B. Number of Families - 15 points maximum

How many families can be housed according to the agency's plan?

C. Future Affordability – 15 points maximum

1. Are there any assurances that the homes will remain affordable to subsequent owners?
2. If yes, for how long?

D. Affordability - 10 points maximum

How affordable will the homes be?

E. Aesthetics and Architecture - 10 points maximum

How does the agencies plan (in terms of function, materials, aesthetics and architecture) complement and add positive aesthetics to the neighborhood; and to the development and redevelopment efforts in the Duval Area?

F. Modification

Categories and points may be modified, upon approval by the Purchasing Buyer, based upon the request of the user department for projects or issues that are considered to be unusual or specialized, and which requires different factors or weights (points). Such a request must be submitted to the Purchasing Buyer in writing and must indicate the desired revisions, allowing sufficient time for approval prior to advertising or mailing of the request for proposal.

PRESENTATION/INTERVIEW (ORALS)

This stage considers the presentation of the proposal made by each firm and the interview. A total of 100 points is obtainable. The Proposal Presentation/Interview Evaluation Form shall be completed in accordance with the following procedure:

Include narrative for each criteria scoring.

A. Understanding of Project Scope of Work - 40 points maximum

1. Did the presentation indicate a thorough understanding of the project Scope of Work? Is the appropriate emphasis placed on the various work tasks?
2. Was the presentation more specific to the City's project or a "generic" presentation?
3. Did the firm develop a workable approach to the project?

B. Responsiveness to Questions - 15 points maximum

1. Were questions answered directly or evasively?
2. Were answers to questions clear and concise or scrambled and verbose?

C. Project Team - 25 points maximum

1. Did the project team participate?
2. Was project team plan of action presented and how specifically did it address the project scope of work?
3. Was there participation from any subcontracted firms? What was the impact of their participation?

D. Project Manager - 20 points maximum

1. Does the project manager have experience with responsibility for projects of comparable size and scope? Did he/she have a good understanding of this project?
2. Was the project manager the presenter? How effectively did he/she communicate ideas and respond to questions?

E. Modification

Categories and points may be modified, upon approval by the Purchasing Buyer, based upon the request of the user department for projects or issues that are considered to be unusual or specialized, and which requires different factors or weights (points). Such a request must be submitted to the Purchasing Buyer in writing and must indicate the desired revisions, allowing sufficient time for approval prior to advertising or mailing of the request for proposal.

Note: Option 2 on evaluation sheets alters the point value for A, C & D for those projects where the Project Scope is better defined and requires less understanding and emphasizes the qualifications of Project Manager and Project Team.

Staff will specify which option is more appropriate to the specific RFP.

The Technical Qualifications Evaluation, Price and Written Proposal Evaluation are used to rank the firms. The Presentation/Interview Evaluation stage will be used in conjunction with the Technical, Price and Written Proposal Evaluation stages, if it is deemed necessary, in order to arrive at a recommended ranking of the firms. All requests to waive the presentation/interview evaluation stage must be submitted to the Purchasing Manager for approval, by completing the form entitled, "Request to Waive Presentation/Interview Evaluation". In the space provided on the form, included herein, the reason or justification for the request should be so stated. After consideration by the Purchasing Manager, staff will be notified of the resulting approval or disapproval. The recommended ranking shall be obtained by taking into account all prior phases and other factors as deemed appropriate.

COST OF HOMES/SALE PRICE OF HOMES

All Proposals should provide:

1. The estimated cost of building the homes
2. The estimated sales price for the homes
3. The number of units to be built on each property
4. The number of bedrooms to be built in each home

Each Proposal must include the above information for every home site on the list provided in section 2, Scope of Work

City reserves the right to award allocation of properties to one or more contractors.

FINAL RANKING FOR RECOMMENDATION

Staff shall submit their completed evaluation forms for final tabulation. Each staff's rankings will be entered as shown on the Proposal Evaluation Summary Form. Staff may enter into discussion at this time to discuss wide variances in scores on the technical and written evaluations. The information and analysis provided can result in staff changing individual scores and rankings. These rankings for each of the firms, as submitted by the staff evaluators, shall then be converted to the assigned point value corresponding to the position ranking. The firm with the highest total assigned points and values will be recommended as the top ranked firm, next highest will be recommended as the second ranked firm, the firm with the third highest number of total assigned points will be recommended as the third ranked firm and so on.

In the event the use of assigned point values results in equal or tied ratings, then ratings shall be determined by using total point values attained for each of the tied firms. In the event a tie still remains, references, past performance with the City, and City's "tie bids" section of the City's Purchasing Policy shall apply.

Upon completion of the final tabulated rankings, staff shall submit to the Purchasing Buyer each individual staff's ranking, the final tabulation and recommendation.

PROPOSAL EVALUATION SUMMARY RANKINGS

The Proposal Evaluation Summary Rankings Form is to be utilized by staff to develop the individual final ranking of the firms. The final ranking process is to take into consideration the following stages when used as part of the evaluation process: 1) Written Proposal, 2) Technical Qualifications, 3) Price, 4) Oral Presentation /Interview and 5) Other Factors, as deemed appropriate. In the event approval is granted by the Purchasing Manager to waive the oral presentations /interviews, final ranking shall be the sum of the technical qualifications, written proposal evaluations, price, and other factors, as deemed appropriate. If oral presentations are held Written Proposal Evaluations, Technical Qualifications and Price rankings may be used to create a short list of firms to send on to oral presentations/interviews. Final ranking will then be the oral presentations/interviews and other factors as deemed appropriate by staff. Upon determining the ranking of the firms, assigned point values will be applied to each of the position rankings.

<u>POSITION RANKING</u>		<u>ASSIGNED POINTS</u>
First	(1)	6
Second	(2)	5
Third	(3)	4
Fourth	(4)	3
Fifth	(5)	2
Sixth	(6)	1

Staff will record the assigned points per firm based on each individual staff's rankings obtained from the Summary Ranking form.

The SBPP section will be marked with an "X" for those who are a qualified SBPP.

Local Businesses are assigned five (5)% of the technical, written and price total points and 5% of oral total points if applicable. Points are applied to the "low local" bid. This applies to **ALL** businesses within city boundaries who request a Local Preference.

When a purchase is anticipated to be greater than \$50,000, and the purchase is qualifications based, if the business enterprise has been certified as either a small or service-disabled veterans business it will be awarded an additional five (5)% of the technical, written and price total points and 5% of oral total points if applicable. However, a business enterprise may not be awarded points for being both small and service-disabled veterans' business enterprise. Points are applied to the "low small or service-disabled veteran" bid.

FORMS

**REQUEST TO WAIVE
PRESENTATION/INTERVIEW (ORAL) EVALUATION**

DATE: _____

TO: _____ Purchasing Manager

FROM: _____
Requesting Department

PROJECT TITLE: _____

RFP#: _____

REASON FOR REQUEST TO WAIVE ORAL PRESENTATION INTERVIEW:

SIGNED BY: _____
Department Director

APPROVED: _____
Purchasing Manager

DISAPPROVED: _____
Purchasing Manager

Date Approved/Disapproved _____

DATE COPY OF ACTION TAKEN / MAILED TO DEPARTMENT _____

MAILED TO ATTENTION: _____ BOX #: _____

**TECHNICAL PROPOSAL
QUALIFICATIONS EVALUATION**

PROJECT: _____

RFP#: _____

EVALUATOR: _____

DATE: _____

FIRM NAME: _____

TECHNICAL QUALIFICATIONS (100 PTS)	POINT VALUE	POINTS AWARDED	COMMENTS
o Ability	55		
Capability of Meeting Time and Budget	45		
TOTAL	100	_____	

WRITTEN PROPOSAL EVALUATION

PROJECT: _____

RFP#: _____

EVALUATOR: _____

DATE: _____

FIRM NAME: _____

WRITTEN PROPOSAL (100 PTS)	POINT VALUE	POINTS AWARDED	COMMENTS
o Project Understanding/Experience	30		
o Project Approach	30		
o Project Manager	15		
o Project Team	15		
o Project Schedule	5		
o Proposal Organization	5		
TOTAL	_____ 100	_____	

PROJECT SPECIFIC PROPOSAL EVALUATION

PROJECT: _____

RFP#: _____

EVALUATOR: _____

DATE: _____

FIRM NAME: _____

PROJECT SPECIFIC PROPOSAL (100 PTS)	POINT VALUE	POINTS AWARDED	COMMENTS
o Feasibility of plan to move families into homes in 2 years	50		
o How many families can be housed?	15		
o Assurance of future affordability	15		
o Affordability of homes	15		
o Positive Aesthetics and Architecture complement & add	5		
	5		
TOTAL	100		

**PROPOSAL
PRESENTATION/INTERVIEW (ORAL) EVALUATION**

PROJECT: _____

RFP#: _____

EVALUATOR: _____

DATE: _____

FIRM NAME: _____

PRESENTATION/INTERVIEW (100 PTS)	POINT VALUE OPTION 1	POINT VALUE OPTION 2	POINTS AWARDED	COMMENTS
o Understanding of Project	40	30		
o Responsiveness to Questions	15	15		
o Project Team	25	30		
o Project Manager	20	25		
TOTAL	_____ 100	_____ 100		

PROPOSAL EVALUATION SUMMARY

PROJECT: _____

RFP#: _____

EVALUATOR: _____

DATE: _____

FIRM NAME: _____

FIRM NAMES	TECH QUALIFICATIONS (0-100)	WRITTEN (0-100)	PROJECT SPEC (0-100)	PRICE	INTERVIEW (0-100)	POINT TOTAL	FINAL RANKING	ASSIGN POINTS

Local Preference 5%

Small or Service-Disabled Veterans' business-5%

PROPOSAL EVALUATION
FINAL RANKING FOR RECOMMENDATION

PROJECT: _____

RFP#: _____

EVALUATOR: _____

DATE: _____

FIRM NAMES	TOTAL POINTS	FINAL RANKING
1.		
2.		
3.		
4.		
5.		
6.		

**CITY OF GAINESVILLE PURCHASING DIVISION
PROFESSIONAL SERVICES EVALUATOR'S
DISCLOSURE STATEMENT**

This is to certify that, I _____, as a staff evaluating proposals submitted in response to Request for Proposal (RFP) #: _____ -, entitled _____, have / do not have actual or potential conflicts of interest with any of the responsive proposers.

Should any conflict become known to me during the evaluation process, the information shall be reported to the Purchasing Manager and the Attorney's Office for review and determination regarding my status as an evaluator in this process.

Signed: _____ Date: _____

Print Name: _____

Title: _____

Witnessed by: _____

Witness (Print Name): _____

**Department of Management Services
 Division of Real Estate Development and Management**

Location to Proposed Project - Table A			
Construction \$1M and under		Construction Over \$1M	
Miles From Project	Points	Miles From Project	Points
0-100	6	0-200	3
101-200	5	201-400	2
201-300	4	401-600	1
301-400	3	601 above	0
401-500	2		
501-600	1		
601 - above	0		

PART 12 – NO BID SURVEY

GENERAL GOVERNMENT PROCUREMENT DIVISION SURVEY BID INFORMATION

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

RFP #: HOUS-210001-GD

DUE DATE: January 14,2021
@ 3:00 pm

PROPOSAL TITLE: Affordable Housing Property Donation Pilot Program

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: _____

Proposer Name: _____

Address: _____

Is your company a small business? YES NO

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