

## FIRST AMENDED AGREEMENT FOR FULL GROUNDSKEEPING AND MAINTENANCE OF IRONWOOD GOLF COURSE

This FIRST AMENDED AGREEMENT ("Agreement") is made and entered into this 22<sup>nd</sup> day of May, 2017 between the CITY OF GAINESVILLE ("CITY"), and ABM INDUSTRY GROUPS, LLC, which acquired by merger or formerly did business as ABM Onsite Service – West, Inc. and OneSource Landscape & Golf Services ("CONTRACTOR").

WHEREAS, CITY and CONTRACTOR entered an Agreement for Full Groundskeeping Services and Maintenance of Ironwood Golf Course dated April 21, 2014; and

WHEREAS, the parties wish to amend the terms of the original Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

### I. SCOPE OF SERVICES

CONTRACTOR shall provide CITY with groundskeeping and maintenance of the Ironwood Golf Course, including the re-grassing of all eighteen fairways, as provided for in the following enumerated Specifications and Documents (Contract Documents"), which are referenced hereto and made a part hereof as if fully contained herein:

1. This Agreement
2. Addendum No.5 dated August 1, 2013
3. Addendum No.4 dated July 11, 2013
4. Addendum No.3 dated July 11, 2013
5. Addendum No.2 dated June 27, 2013
6. Addendum No.1 dated June 19, 2013
7. City of Gainesville Request for Proposal No. RECI-130046-FB dated June 5, 2013
8. Proposal of OneSource Landscape & Golf Services dated August 5, 2013, except that the work shall include leveling out of bumps in certain fairways (probably 4 holes), and redefining the edges of fairway/rough boundaries of holes, and the this work and the re-grassing of all 18 fairways shall occur in accordance with the following schedule:
  - a. Mid-March 2017: First application of Roundup to begin killing the grass in all the fairways.
  - b. April 1, 2017: Second application of Roundup
  - c. Mid-April 2017: Third and final application of Roundup
  - d. May 1, 2017: Course closed.
  - e. Mid to late August 2017: Course reopened.

The Contract Documents constitute the entire agreement between the CITY and the 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.

## II. TERM

The term of this AGREEMENT shall continue through April 20, 2018. At the end of the contract period, upon satisfactory performance of the contract by the CONTRACTOR, the CITY, may at its option, negotiate and extend the term of this contract for up to two (2) additional four (4) year periods.

## III. COMPENSATION/PAYMENT

CONTRACTOR shall be compensated in accordance with rates as described in Attachment "A."

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the initiating department, which shall confirm that services have been rendered in conformity with the Agreement and then will be processed for payment. Invoices will normally be paid within thirty (30) days following approval.

Additional expenses must be pre-approved by CITY before they will be approved for reimbursement. CITY may request CONTRACTOR to provide copies of paid receipts, invoices, or other documentation acceptable to CITY for any approved additional expenses

Payment. Payment will be due to the Contractor thirty (30) days after receipt of the invoice, provided that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with these Specifications or because unacceptable equipment or materials were delivered as determined by the City's inspection or failure by the Contractor to comply with the "Prompt Payment: Late Payments by Contractors to Subcontractors and Material Suppliers; penalty:" clause. The City shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).

## IV. TERMINATION

If the CONTRACTOR fails to observe or perform or is guilty of a violation of the Contract Documents, then the CITY, after serving at least ten (10) days written notice to the CONTRACTOR of its intent to terminate and after such fault shall continue unremedied for a period of ten (10) days, may terminate the Contract without prejudice to any other rights or remedies it may have under this AGREEMENT.

## V. INDEPENDENT CONTRACTOR

CONTRACTOR shall be considered as 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. CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

## VI. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, or employees from suits, actions, damages, liability and expense in conjunction with loss of life, bodily or personal injury or property damage arising from or occasioned by any act of negligence or intentional wrongdoing on the part of the CONTRACTOR.

## VII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28, Florida Statutes.

## VIII. TIMELINESS

The CITY and CONTRACTOR further agree time is of the essence in performance of work and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a CONTRACTOR performing these duties.

## IX. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT.

## X. 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, inspection, copying 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 AGREEMENT shall be made available until a final disposition has been made of such litigation, appeals, or claims.

## XI. 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 CITY to perform the service.
- b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 CITY.
- d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PARKS, RECREATION AND CULTURAL AFFAIRS, P.O. BOX 490, STA. 24, GAINESVILLE, FL 32627; 352-393-8358; harriskd@cityofgainesville.org.**

## XII. INSURANCE

CONTRACTOR shall maintain insurance in effect throughout the term of this Agreement in accordance with Request for Proposal No. RECI-130046-FB.

XIII. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this agreement:

CITY	CONTRACTOR
Mr. Jeff Cardozo City of Gainesville 2100 NE 39 <sup>th</sup> Avenue Gainesville, FL 32601 352-334-3121	Brian Steele, VP of Landscape and Turf ABM Industry Groups, LLC 912 Avenida Central The Villages, FL 32159 352-259-7722

XIV. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

CITY OF GAINESVILLE

  
\_\_\_\_\_  
Anthony Lyons, City Manager

WITNESS:

  
\_\_\_\_\_

ABM INDUSTRY GROUPS, LLC

  
\_\_\_\_\_  
Title: Vice President

WITNESS:

  
\_\_\_\_\_

Approved as to Form and Legality

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

**PRICE PROPOSAL FOR IRONWOOD GOLF COURSE**

OneSource commits the following pricing schedule to include all aspects of our proposal and RFP NO. RECI-130046-FB for the City of Gainesville and Ironwood Golf Club.

<b><u>Year 1:</u></b>	Labor:	\$249,900	<b><u>ANNUAL</u></b>
	Tools/Equipment:	\$ 88,200	\$490,000
	Materials:	\$ 51,450	
	Supplies:	\$ 39,200	
	Repairs:	\$ 19,600	<b><u>MONTHLY</u></b>
	Irrigation:	\$ 2,450	\$40,833.33
	Professional Fees:	\$ 19,600	
	Overhead:	\$ 19,600	

<b><u>Year 2:</u></b>	Labor:	\$254,898	<b><u>ANNUAL</u></b>
	Tools/Equipment:	\$ 89,964	\$499,800
	Materials:	\$ 52,479	
	Supplies:	\$ 39,984	
	Repairs:	\$ 19,992	<b><u>MONTHLY</u></b>
	Irrigation:	\$ 2,499	\$41,650.00
	Professional Fees:	\$ 19,992	
	Overhead:	\$ 19,992	

<b><u>Year 3:</u></b>	Labor:	\$259,996	<b><u>ANNUAL</u></b>
	Tools/Equipment:	\$ 91,763	\$509,796
	Materials:	\$ 53,528	
	Supplies:	\$ 40,784	
	Repairs:	\$ 20,392	<b><u>MONTHLY</u></b>
	Irrigation:	\$ 2,549	\$42,483.00
	Professional Fees:	\$ 20,392	
	Overhead:	\$ 20,392	

<b><u>Year 4:</u></b>	Labor:	\$265,196	<b><u>ANNUAL</u></b>
	Tools/Equipment:	\$ 93,599	\$519,993
	Materials:	\$ 54,599	
	Supplies:	\$ 41,599	
	Repairs:	\$ 20,800	<b><u>MONTHLY</u></b>
	Irrigation:	\$ 2,600	\$43,332.75
	Professional Fees:	\$ 20,800	
	Overhead:	\$ 20,800	



**ADDENDUM NO. 5**



**August 7**

Date: August 1, 2013

Bid Date: ~~August 5, 2013~~  
at 3:00 P.M. (Local Time)

Bid Name Full Service Management or Maintenance Only of  
Ironwood Golf Course

Bid No.: RECI-130046-FB

**NOTE:** This Addendum has been issued only to the holders of record of the specifications. The deadline for receipt of proposals has been extended to **August 7, 2013** at 3:00pm. IF YOU HAVE ALREADY PACKAGED AND MAILED YOUR PROPOSAL, YOU MAY FAX TO (352) 334-3163 ACKNOWLEDGEMENT OF THIS ADDENDUM AND ANY AMENDMENTS TO YOUR PROPOSAL PER THIS ADDENDUM.

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

1. Question: Please provide a listing of current positions (no names required) and salaries and/or hourly rates for these positions.

Answer: 1) Recreation Supervisor \$49,938 annual salary without benefits, 1) Golf Course Manager \$79,056 annual salary without benefits; 1) 20 hr per week Golf Course Attendant \$11,619 annual salary without benefits

2.Question: In 2010 the course received significant improvements. What turf was used on the greens?

Answer: Tift Dwarf Bermuda

3.Question: Does the City provide accounting services and, if so, is there a cost allocation to Ironwood? Does City expect to continue these procedures or have selected operator provide accounting services.

Answer: The City will continue to do the accounting at no charge to management. This should not impact fees.

**ACKNOWLEDGMENT:** Each Proposer shall acknowledge receipt of this Addendum No. 5 by his or her signature below, **and a copy of this Addendum to be returned with proposal OR FAXED BACK TO 352-334-3163 ATT: FRAN BOYNTON ALONG WITH ANY AMENDMENT TO YOUR PROPOSAL PER THIS ADDENDUM.**

**CERTIFICATION BY PROPOSER**

The undersigned acknowledges receipt of this Addendum No. 5 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: ABM Services, Inc. dba OneSource Landscape & Golf Services

BY: [Signature]

DATE: 8/5/13



**ADDENDUM NO. 4**

Date: July 11, 2013

Bid Date: August 5, 2013  
at 3:00 P.M. (Local Time)

Bid Name Full Service Management or Maintenance Only of  
Ironwood Golf Course

Bid No.: RECI-130046-FB

NOTE: This Addendum has been issued only to the holders of record of the specifications.

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

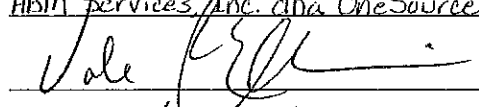
- 1. Question: Can you provide a monthly revenue and expense for report for the last 5 years?  
Answer: See attached

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 4 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

**CERTIFICATION BY PROPOSER**

The undersigned acknowledges receipt of this Addendum No. 4 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: ABM Services Inc. and OneSource Landscape & Golf Services

BY: 

DATE: 8/5/13



**ADDENDUM NO. 3**



Date: July 11, 2013

Bid Date: August 5, 2013  
at 3:00 P.M. (Local Time)

Bid Name Full Service Management or Maintenance Only of  
Ironwood Golf Course

Bid No.: RECI-130046-FB

NOTE: This Addendum has been issued only to the holders of record of the specifications.

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

- 1. Question: Do you have drainage drawings (as built)?  
Answer: Unable to locate the drainage drawings at this time.
- 2. Question: What is the current equipment inventory?  
Answer: Current Ironwood Inventory for golf carts:  
40 - TXT 48V Carts (20 received in 2011, 10 in 2012, 10 in 2013)  
35 - TXT E Carts (All older than 10 years, batteries have been changed from originals)  
1 - Ball Picker w/ cage - gas powered. New rollers in 2013  
2 - Gas powered beverage carts (cap 150 and 240)  
2 - Gas powered Ranger carts (received in 2011)
- 3. Question: Please provide current soil, water, and tissue testing results that have been done.  
Answer: See attached.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, and a copy of this Addendum to be returned with proposal.

**CERTIFICATION BY PROPOSER**

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: ABM Services, Inc/d/b/a OneSource Landscape & Golf Services

BY: [Signature]

DATE: 8/5/13



## ADDENDUM NO. 2

Date: June 27, 2013

Bid Date: August 5, 2013  
at 3:00 P.M. (Local Time)

Bid Name Full Service Management or Maintenance Only of  
Ironwood Golf Course

Bid No.: RECI-130046-FB

NOTE: This Addendum has been issued only to the holders of record of the specifications.

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

NOTE: **FINANCIAL CAPABILITY (to be completed by all bidders)**

The successful bidder shall have a demonstrated record of financial responsibility commensurate with the obligations contemplated under this RFP. Bidders should include:

- A financial statement or statements prepared in accordance with standard accounting procedures.
- Supporting documentation of their financial net worth, including but not limited to:
- Certified Financial Statements
- Balance Sheets (including a breakdown of liquid and non-liquid assets)
- Income Statements

Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), July 29, 2013. Questions may be submitted as follows:

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

Or Faxed (352) 334-3163

Attention: Fran Boynton, Senior Buyer

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

1. Question: Do you have a copy of the proposed performance bond.

Answer: Most major insurance companies have a Bond Division. The purpose of this bond is to cover the continuing performance in accordance with the terms and conditions of the agreement.

2. Question: What are the areas in acres or square feet of the following areas?

Answer: Greens - (2.6 acres)  
Tees - (3.5 acres)  
Fairways - (28.2 acres)  
Roughs (70 acres)  
Natural Areas (10 acres)  
Ponds (5 acres)

Sand Bunkers (.9 acres)

3. Question: Will we be able to use the current equipment or will we need to provide equipment?  
Answer: Need to provide own equipment.
4. Question: Please provide local environmental ordinances that are in effect.  
Answer: Environmental ordinances are constantly changing, to get the current standards in Gainesville please call the EPD at 352-264-6800.
5. Question: Please provide current soil, water, and tissue testing results that have been done  
Answer: Current soil, water and tissue testing results are held by OneSource, the current contractor and not available to the City.
6. Question: Subcontractors may be used for items such as fertilizer spreading, lime spreading, pesticide injection & pond management. Are these allowed?  
Answer: Page 23 of the RFP describes the use of subcontractors: *"The contractor will in no event subcontract any portion of the work called for here under without prior consent of the Golf Course Manager, or designee. In the event that work is subcontracted with the city's consent, the contractor agrees that it is fully responsible to the city for the acts of its subcontractors and of persons whether directly or indirectly employed by them, just as it would be for the acts or omission of persons directly employed by it. "*
7. Question: Irrigation Repairs not to exceed \$15,000.00. We would like clarification on what this means. Will the city provide funds if the material costs exceed this limit  
Answer: The City will monitor monthly irrigation expenses submitted by the contractor to the Golf Course Manager. Should the expenses appear to exceed \$15,000, the City will provide financial support to insure the irrigation system is in proper working condition. `
8. Question: Is there more money available to fix the practice facility?  
Answer: There are no funds available.
9. Question: Is there a reason why current city management of the facility would be continued?  
Answer: On page 4 of the RFP the purpose of the RFP is described as: "The purpose of this RFP is to obtain competitive proposals from qualified firms or individuals capable of providing Full Service Management and operation of Ironwood Golf Course (hereinafter "Ironwood"). The intent of this Request for Proposal (RFP) process is to award a contract either to enter into a Full Service Management Agreement or a Golf Course Maintenance-only Agreement. The option of entering into a Full Service Management Agreement will be compared to the option of the City's continued operation of all aspects of the course in conjunction with entering into a Golf Course Maintenance-only Agreement. Through the evaluation of the two options, the City will determine what is in the best interests of the city. The successful proposal shall demonstrate that its management of Ironwood will improve the City of Gainesville's "bottom line" while maintaining or improving the services provided by the City at Ironwood Golf Course."

0. Question: On page 20 there is a limit of \$2500.00 for repairs or expenditures that above that cost needs approval. There could be many expenses such as fertilizers, plant protectants that could be ordered in quantities to take advantage of bulk pricing that exceed that number but are considered normal costs? Does this dollar represent unanticipated expenses

Answer: As stated on page 20 of the RFP: "The golf course maintenance contractor will have the responsibility and authority for all parts, chemicals, materials and supplies necessary for maintenance of the golf course. Repairs or expenditures in excess of \$2,500.00 must have prior written approval of the Golf Course Manager." This insures the contractor and the City are communicating on all expenditures exceeding \$2,500. It does not prohibit expenditures over \$2,500, only requires approval.

11. Question: Local preference clarification. Do you have to be doing business from a physical address within the county?

Answer: Refer to Page 13 of the bid document for clarification on Local Preference requirements.

12. Question: Are there any local noise ordinances that would require us to start later in the morning?

Answer: None

13. Question: Do you have a list of all the events scheduled for last year

Answer: Ironwood hosted 42 events/ tournaments in 2012 from as many as 144 players to as little as 30  
The following are the organizations that had events at Ironwood:  
UF Physical Therapy, DRAW (Drag Racing Assoc for Women), Theta Tua, Gator seniors, UF Geomatics, Kingdom of the Sun (junior event), Student Dental Assoc, UF Building Construction, CMM, Buchholz Football Boosters, BJ Classic (Law Enforcement), Exactech, Big Bro – Big Sisters, Caring and Sharing, Trinity Baptist, Madison St. Baptist, Hitchcocks, Passage Christian Academy, United Church of Gville, Fighting Gator TD Club, Gainesville Junior Golf Tour, Special Olympics, Gainesville Soccer Alliance, UF Rec Sports, Buchholz Softball Boosters, Calebs Pitch, United Way City Tourney, HS Boys and Girls District Tourney, Florida Food Service, Builders Association, Senior Games, Gainesville Sports Commission, 20 Pearls, Gator Diamond Club, Sunstate Federal Credit Union – Alachua County Scramble, Florida Food Service.

14. Question: Do you have a list of all events for this year

Answer: Through June 30, 2013, Ironwood has hosted 20 events/ tournaments  
DRAW (Drag Racing Assoc for Women), Kingdom of the Sun (junior event), Bnai Israel Temple, USSSA Junior Golf Tournament, UF Building Construction, Exactech, Caring and Sharing, Performance Food Group, , BJ Classic (Law Enforcement), Trinity Baptist Church, 20 Pearls, Madison St Baptist, Lady Gator Golf Boosters, United Church of Gville, Hitchcocks, Gator Seniors, Gainesville Post Office, Alpha Phi Alpha, Volunteers of America.

15. Question: How will payments be structured? Will the bid be for a lump sum for the Maintenance Only and then paid monthly, or will a budget be created and the expenses in the budget will be paid and the Management fee is part of the monthly budget?

Answer: The City will make payments upon receipt of invoices for services rendered. Refer to Section II Scope of Services Item #3.

6. Question: Can the City provide the last five (5) years operating numbers?

Answer: *Information will be provided in Addendum #3*

17. Question: Do you have drainage drawings (as built)?

Answer: *Information will be provided in Addendum #3*

18. Question: Does the living wage count for golf course operations staff as well as maintenance staff?

Answer: Living Wage Ordinance provides the following definition of a "covered employee".as

**Sec. 2-615. - Definitions.**

[The following words and phrases as used in this article shall have the following meanings unless a different meaning is clearly required by the context:]

*City* means the City of Gainesville Municipal Corporation.

*Cooperative purchasing agreement* "is materials, equipment or services purchased under the terms and conditions of another local, state, federal, or other public agency's bid or cooperative bids put together by agencies.

*Covered employee* means an employee of a service contractor/subcontractor, as further defined in this article, that is directly involved in providing covered services pursuant to the service contractor's/subcontractor's contract with the city, during the period of time he or she is providing the covered services. The term "covered employee" shall not include a person described in 29 USC 213(a)(3) (seasonal employee), a student enrolled in a degree program who is employed under the auspices of the educational institution, a person who is employed by the service contractor/subcontractor through an ongoing written job training program, a worker with a disability as defined in 29 CFR 525.3, or employees hired or leased for temporary assignments of less than one year such as short-term projects, substituting for an absent employee, or substituting while a vacant position is being filled.

*Covered services* are the following services purchased by the city under a single contract over \$100,000.00:

- (1)Food preparation and/or distribution;
- (2)Custodial/cleaning;
- (3)Refuse removal;
- (4)Maintenance and repair;
- (5)Recycling;
- (6)Parking services;
- (7)Painting/refinishing;
- (8)Printing and reproduction services;
- (9)Landscaping/grounds maintenance;
- (10)Agricultural/forestry services;

(11) Construction services;

except when such services are services provided under a cooperative purchasing agreement, or services provided by service contractors/subcontractors located within the City of Gainesville enterprise zone.

*Health benefits* are any plan, fund, or program established or maintained by the service contractor/subcontractor for the purpose of providing for its participants or beneficiaries, through the purchase of insurance or otherwise, medical, surgical, or hospital care or benefits.

*Payroll records* include name, address, the covered employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual **wages** paid and, if applicable, those records necessary to determine whether health benefits, as described herein, are being provided or offered to covered employees.

*Service contractor/subcontractor* is a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, providing a covered service, who or which employs 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses. The calculation of number of employees is made as of the date of execution of the contract for covered services.

(Ord. No. 080755, § 1, 4-2-09)

**Sec. 2-616. - Amount of living wage.**

(a)

*Living wage paid.* A service contractor/subcontractor shall pay to all of its covered employees a **living wage** of no less than \$8.70 per hour (health benefit **wage**) and offer health benefits as described in this section, or otherwise \$9.95 per hour (non-health benefit **wage**).

(b)

*Health benefits.* For a service contractor/subcontractor to comply with the **living wage** provision by choosing to pay the lower **wage** scale available when the service contractor/subcontractor also offers health benefits, such health benefits shall cost an average of \$1.25 per hour per employee towards the provision of health benefits. The requirement may be satisfied by a cafeteria plan, which includes health benefits, towards which the service contractor/subcontractor makes a contribution of at least \$1.25 per hour for each covered employee. If the health benefit program of a service contractor/subcontractor requires an initial period of employment for a new employee to be eligible for health benefits (eligibility period), such service contractor/subcontractor may pay the health benefit **living wage** scale for up to six months of a new employee's initial eligibility period. In this event, upon six months of employment, the new employee will be paid the non-health benefit **wage** until such time as the new employee is offered or provided health benefits.

(c)

*Adjustment.* The **living wage** (health benefit **wage**) specified in subsection (a) above is based on the federal poverty guidelines for a family of four as determined by the U.S. Department of Health and Human Services (DHHS), and published in the Federal Register February 14, 2002. It will be adjusted annually as of the first day of the second month following the month of publication of the new federal poverty guidelines by the DHHS, the non-health benefit **wage** will be adjusted the same amount, and the adjusted rates will be applied to contracts for which bids/proposals are solicited, or extensions/amendments of existing contracts entered into, after the effective date of the adjustment. Provided further, however, that in no event shall the health benefit **wage** exceed the lowest hourly base rate of pay of any regular, full-time city employee in effect at the time bids/proposals for contracts are solicited, or in the case of extensions/amendments of then existing contracts, the rate in effect at the time such extension/amendment is entered into. The applicable **living wage** shall be noted in all solicitations for covered services, and disclosed during negotiations for extensions/amendments of contracts for covered services.

(d)

*Certification.* Prior to executing any contract with the city or service contractor for a covered service the service contractor/subcontractor, as applicable, shall certify to the contractor administrator (city) that it will pay each of its covered employees a **living wage** as herein defined, during the period of time they are directly involved in providing covered services under the contract. Upon execution, the certification shall become an obligation under the contract. The certification must also include, at a minimum, the following:

(1)

The name, address, and phone number of the service contractor/subcontractor and a local contact person;

(2)

The specific project for which the service contract is sought;

(3)

The amount of the contract and the department contract administrator;

(4)

An agreement to comply with the terms of this article as part of its contractual obligations.

(e)

*Posting.* A copy of the **living wage** rate shall be kept posted by the employer in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request. In addition, it is the responsibility of the service contractors/subcontractors to make any person submitting a bid for a subcontract providing covered services aware of the requirements of this article.

(Ord. No. 080755, § 1, 4-2-09)

Sec. 2-617. - Application; enforcement.

(a)

Procurement specifications. The **living wage** shall be required for new contracts for covered services solicited, and extensions or amendments of existing contracts for covered services with service contractors/subcontractors entered into, after the effective date of the ordinance from which this article derives. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(b)

Each contracting department shall include the following clause in each of its contracts for covered services (and extensions/amendments to existing contracts if not included in the original contract):

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.

(c)

A person who claims that this article applies or applied to him or her as a covered employee and that the service contractor/subcontractor is or was not complying with the requirements of this article has a right to file a written complaint. Each charter officer shall establish administrative procedures for the filing, processing and resolution of written complaints under this ordinance for their respective areas of responsibility(s) of the city. A covered employer may be required to produce payroll and other records deemed relevant to the investigation of a complaint. Remedies set forth in any administrative procedures will not be exclusive or in any way meant to prohibit any relief afforded by a court of law or otherwise prohibit the city from terminating a contract, filing a complaint, or taking legal action for noncompliance.


(d)

Retaliation and discrimination unlawful. It shall be unlawful and punishable as provided in section 1-9 of this Code for an employer to discharge, reduce the compensation of, or otherwise discriminate against any employee for filing a written complaint or otherwise asserting his or her



rights under this ordinance, participating in any of its proceedings or using any available remedies to enforce his or her rights under the ordinance.

(Ord. No. 080755, § 1, 4-2-09)

Secs. 2-618, 2-619. - Reserved. 

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: ABM Services, Inc. dba OneSource Landscape & Golf Services

BY: 

DATE: 8/5/13

## ADDENDUM NO. 1



Date: June 19, 2013

Bid Date: August 5, 2013  
at 3:00 P.M. (Local Time)

Bid Name Full Service Management or Maintenance Only of  
Ironwood Golf Course

Bid No.: RECI-130046-FB

NOTE: This Addendum has been issued only to the holders of record of the specifications [and to the attendees of the mandatory pre-bid conference held on June 19, 2013.]

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), July 29, 2013. Questions may be submitted as follows:  
Email: [boyntonfb@cityofgainesville.org](mailto:boyntonfb@cityofgainesville.org)  
**or**  
Faxed (352) 334-3163  
Attention: Fran Boynton, Senior Buyer

Please find attached:

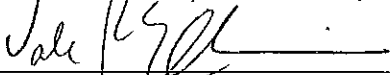
- a) Copy of the Pre-Bid sign-in sheet for your information.
  - b) OneSource contract document
  - c) 5-Year Revenue-Expense Comparison.
  - d) 3-Year Revenue-Expense Comparison
  - e) Dept. 850(415) PRCA
  - f) National Golf Foundation Final Report
3. Fran Boynton, Purchasing Division, discussed bid requirements.
    - a. Sign-in Sheet is circulating. Failure to sign will result in bid not being accepted.
    - b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on August 5, 2013. Any bids received after 3:00 p.m. on that date will not be accepted.
    - c. Send questions in writing to Fran Boynton via email or fax.
      - i. All communication through Fran Boynton. Do not communicate with other City staff.
    - d. Discussed bid due date, time and delivery location.
      - i. Deliver (or have delivered) to Purchasing by 3PM on August 5, 2013.
      - i. Sign, date and return all Addenda.

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

CERTIFICATION BY PROPOSER

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

PROPOSER: ABM Services, Inc. dba OneSource Landscape & Golf Services

BY: 

DATE: 8/5/13



**Issue Date: June 5, 2013**

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***Mandatory Pre-Proposal Conference:***  
**June 19, 2013 at 9:00 AM**  
**at Ironwood Golf Course**  
**2100 NE 39<sup>TH</sup> Avenue**  
**Gainesville, Florida**

**Bid Due Date: August 5, 2013 @ 3:00 p.m. local time**

**REQUEST FOR PROPOSAL**

**RFP NO. RECI-130046-FB**

**FULL SERVICE MANAGEMENT, or MAINTENANCE ONLY  
OF THE IRONWOOD GOLF COURSE**

**Purchasing Representative:**  
**Fran Boynton, Senior Buyer**  
**Purchasing Division**  
**Phone: (352) 334-5021**  
**Fax: (352) 334-3163**  
**Email: [boyntonfb@cityofgainesville.org](mailto:boyntonfb@cityofgainesville.org)**

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

# TABLE OF CONTENTS

<b>SECTION I – REQUEST FOR PROPOSAL OVERVIEW &amp; PROPOSAL PROCEDURES.....</b>	<b>4</b>
A. INTRODUCTION/BACKGROUND	4
B. RFP TIME TABLE	7
C. PROPOSAL SUBMISSION	7
D. MANDATORY PRE-PROPOSAL CONFERENCE	8
E. CONTACT PERSON	8
F. ADDITIONAL INFORMATION/ADDENDA	9
G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS	10
H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES	10
I. COSTS INCURRED BY BIDDERS	10
J. COMPENSATION PROPOSAL/FINANCIAL REQUISITES	10
K. ORAL PRESENTATION	10
L. EXCEPTION TO THE RFP	10
M. PROPRIETARY/CONFIDENTIAL INFORMATION	11
N. QUALIFICATIONS OF BIDDERS	11
O. NEGOTIATIONS	11
P. RIGHTS OF APPEAL	11
Q. RULES; REGULATIONS; LICENSING REQUIREMENT	12
R. REVIEW OF PROPOSALS	12
S. LOCAL SMALL BUSINESS PARTICIPATION	12
T. LIVING WAGE	12
U. LOCAL PREFERENCE	13
V. RECORDS/AUDIT	14
W. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/ FINES/PENALTIES	14
X. DISCRIMINATION PROHIBITION	14
<b>SECTION II – SCOPE OF SERVICES.....</b>	<b>15</b>
<b>SECTION III – PROPOSAL FORMAT .....</b>	<b>27</b>
<b>SECTION IV – EVALUATION CRITERIA AND PROCEDURES .....</b>	<b>32</b>
A. SELECTION PROCESS	32
B. WEIGHTED CRITERIA	32
<b>SECTION V – GENERAL PROVISIONS .....</b>	<b>35</b>
A. CONTRACT AWARD	35
B. GENERAL TERMS AND CONDITIONS	35

<b>SECTION VI – TECHNICAL SPECIFICATIONS .....</b>	<b>38</b>
GOLF COURSE MAINTENANCE GUIDELINES	38
DRUG-FREE WORKPLACE FORM	42
DEBARRED AND SUSPENDED BIDDERS: BREACH OF CONTRACT	43
ARTICLE X. LOCAL PREFERENCE POLICY*	49
CITY OF GAINESVILLE CERTIFICATION OF COMPLIANCE WITH LIVING WAGE	51
LIVING WAGE DECISION TREE	52
LIVING WAGE COMPLIANCE	53
CITY OF GAINESVILLE	<b>Error! Bookmark not defined.</b>
GENERAL GOVERNMENT	<b>Error! Bookmark not defined.</b>
PURCHASING DIVISION SURVEY	54
BID INFORMATION	<b>Error! Bookmark not defined.</b>

**CITY OF GAINESVILLE  
REQUEST FOR PROPOSALS FOR  
MANAGEMENT, or MAINTENANCE ONLY OF  
IRONWOOD GOLF COURSE**

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

**RFP#: RECI-130046-FB**

**June 5, 2013**

**A. INTRODUCTION/BACKGROUND**

INTRODUCTION

The City of Gainesville is accepting proposals from interested and qualified persons/companies for the management, operation, and maintenance of Ironwood Golf Course, located at 2100 NE 39<sup>th</sup> Avenue.

Through this Request For Proposal (RFP) the City of Gainesville is seeking proposals that will allow the City to determine on the feasibility and desirability of outsourcing the management of all aspects of Ironwood Golf Course. The City is seeking a golf course operator that would increase the city's revenue while not decreasing the current quality and affordability of Ironwood's operations. The City currently outsources its golf course maintenance but operates the golf course, food and beverage concession, pro shop, golf merchandising, lessons, tournaments, banquet facilities, and marketing of the course facilities.

The City is also seeking proposals from interested and qualified persons/companys for a golf course maintenance-only agreement.

Bidders have the option of submitting a proposal reflective of a "Full-service Management Agreement;" and/or or a "Golf Course Maintenance-Only Agreement."

PURPOSE

The purpose of this RFP is to obtain competitive proposals from qualified firms or individuals capable of providing Full Service Management and operation of Ironwood Golf Course (hereinafter "Ironwood"). The intent of this Request for Proposal (RFP) process is to award a contract either to enter into a Full Service Management Agreement or a Golf Course Maintenance-only Agreement. The option of entering into a Full Service Management Agreement will be compared to the option of the City's continued operation of all aspects of the course in conjunction with entering into a Golf Course Maintenance-only Agreement. Through the evaluation of the two options, the City will determine what is in the best interests of the city. The successful proposal shall demonstrate that its management of Ironwood will improve the City of Gainesville's "bottom line" while maintaining or improving the services provided by the City at Ironwood Golf Course.

If successful, the Full Service Management bidder will enter into a contract to manage and operate Ironwood Golf Course. Under such contract, the Full Service Management Company

will be responsible for the day-to-day operation and management of the golf course including, but not limited to, golf course maintenance, golf course operations, clubhouse operations, retail operations, training facility, restaurant, concessions, event catering, promotion/marketing, and facility improvements. The Full Service Management company will establish fees which shall be subject to review and approval by the City before the fees are implemented. The City shall have the right to approve all monthly operating expenditures as well as any proposed capital improvement expenditures for the golf course and capital equipment prior to implementation by the Full Service Management company. The Full Service Management company will report to the Director of Parks, Recreation and Cultural Affairs or authorized designee.

The City is also seeking proposals for Golf Course Maintenance-only. The proposal for a Golf course maintenance-only Agreement will be considered in the event the City decides it is in its best interest to continue to manage all aspects of the operation of Ironwood except golf course maintenance.

This RFP provides prospective bidders with sufficient information to enable them to prepare and submit proposals for consideration by the City of Gainesville to satisfy the needs as outlined in the scope of services. Bidders are strongly encouraged to carefully read the entire RFP.

#### PROGRAM GOALS AND POLICY OBJECTIVES

It is the intent of the City to continue to provide its citizens with an upscale golfing environment with course playing conditions and a customer service level commensurate with other public golf courses in the area. The City envisions the golf course to provide a source of city-wide pride and a statement of the City's progressive attitude toward recreational services. The City fully expects the facility to be operated at the highest golf industry standards from both the management of the operations as well as the maintenance of the putting surfaces, tees, fairways, sand traps, landscaping, overall turf quality and agronomy. These high standards can be met through a professional management team that has the staffing, training and experience to provide these services on behalf of the City or through the City's current management team in conjunction with a maintenance-only contractor. The successful full service management bidder will be required to procure all goods and services necessary for the operation of the facility, and to develop plans for any needed facility improvements. The City's program goals and policy objectives which should be addressed by the proposals are:

1. Improve net income related to Ironwood's operations;
2. Maintain or improve all current Ironwood Services (as listed in Section II);
3. Maintain affordable rates for all offered services (as more specifically described in Section II);
4. Protect the City's recent investment in capital improvements through a high quality maintenance program (as more specifically described in Section II);
5. Provide golf course maintenance as described in Section VI of this RFP; and
6. Provide a simple system of business accounting that allows the city to monitor each revenue center's performance and similarly a transparent system of expenditure accounting.

#### SCOPE OF SERVICES

The successful bidder shall enter into an Agreement with the City for services as set forth in Sections II, V and VI of this RFP.

#### BACKGROUND

City of Gainesville



Gainesville is the largest city in and county seat of Alachua County. It serves as the cultural, educational and commercial center for the north central Florida region. The city provides a full range of municipal services, including police and fire protection; comprehensive land use planning and zoning services; code enforcement and neighborhood improvement; streets and drainage construction and maintenance; traffic engineering services; refuse and recycling services through a franchised Full Service Management Company; recreation and parks; cultural and nature services; and necessary administrative services to support these activities. Additionally, the city owns a regional transit system, a municipal airport, a 72-par championship golf course and a utility.

Gainesville is home to Florida's largest and oldest university, and is one of the state's centers of education, medicine, cultural events and athletics. The University of Florida and Shands Hospital at UF are the leading employers in Gainesville and provide jobs for many residents of surrounding counties. Known for its preservation of historic buildings and the beauty of its natural surroundings, Gainesville's numerous parks, museums and lakes provide entertainment to thousands of visitors. Because of its beautiful landscape and urban "forest," Gainesville is one of the most attractive cities in Florida.

Located on the I-75 corridor halfway between Atlanta and Miami, Gainesville is within a 2-hour drive of Jacksonville, Orlando, and Tampa, and within 75 miles of the Atlantic Ocean or Gulf of Mexico.

Ironwood Golf Course

Ironwood Golf Course is an 18-hole, par 72 championship course. The front nine holes of Ironwood were constructed in 1962, followed by the back nine in 1968. The course was acquired by the City of Gainesville in 1992 in an effort to preserve the golf course and its open space. The acquisition cost was \$1.2 million for the golf course, plus an additional \$1.0 million for improvements. The \$1.2 million acquisition cost was financed via municipal bonds. These bonds were refinanced in 1998 with approximately \$860,000 in remaining balance that was retired in 2012. A new irrigation system was added in 1994 and a new clubhouse was added in 2000. Additional renovations in the amount of \$1.3 million were completed in early fall of 2010. These additional renovations included new greens, new bunkers, new tee boxes, an additional tee box and over 10 miles of drainage. These renovations were funded through the issuance of tax exempt debt with the debt service to be retired through a capital surcharge applied to each greens fee.

*Golf Digest* recently named Ironwood as one of the best places to play. In addition Ironwood Golf Course achieved the prestigious designation as an "Audubon Cooperative Sanctuary" in July of 1999. Ironwood has maintained its Audubon status since 1999.

Ironwood GC has an outstanding layout sculptured around century-old pines and shimmering lakes. The contoured fairways and strategically placed bunkers offer every level of golfer a tremendous opportunity to test their skills.

<b>Ironwood Golf Course</b>				
<b>Tee</b>	<b>Par</b>	<b>Yards</b>	<b>Slope</b>	<b>Rating</b>
Orange	72	6,607	127	72.4
Blue	72	6,086	124	69.2
Green	72	5,589	118	66.8
Yellow	72	4,805	111	63.3

In addition to the golf course, Ironwood includes a driving range/practice amenity with a 15-station driving range, cart storage area, maintenance buildings, and a clubhouse that was constructed in 2000, replacing an older building. The full service clubhouse features a single-level building with four separate functional areas including a bar and kitchen area, small pro shop, open meeting area with space for up to 200 patrons, and administrative offices. The total clubhouse is approximately 8,000 square feet in size and overlooks the driving range and first and ninth holes.

Ironwood offers daily-fee use. The course hosts more than 50 tournaments a year. Ironwood specializes in teaching kids from all ages. Ironwood has been one of the stops and a regional qualifier for the Drive, Chip, and Putt -sponsored by THE GOLF CHANNEL for the past 7 years. It is also the home course for several local high schools. During the summers, the facility offers various junior programs for those just getting acclimated to the golf course or those experts who think they can be the next Tiger Woods.

Ironwood is currently operated by the City of Gainesville as a municipal golf course. The Department of Parks, Recreation and Cultural Affairs oversees the operation of the golf facility.

Records indicate that Ironwood achieved a recent high with over 32,400 rounds in FY2012, a 14.8% increase over 2011. Revenue has also grown, coming just short of \$1.0 million in FY2012.

<b>Ironwood Golf Course</b>				
<b>FY</b>	<b>Rounds</b>	<b>Revenue</b>	<b>Expenses</b>	<b>Net Income</b>
2010 (Partial Year – Renovation)	12,931	\$316,971	\$1,117,293	(\$800,322)
2011	28,279	\$967,109	\$1,230,257	(\$263,148)
2012	32,451	\$999,942	\$1,390,853	(\$390,911)

**B. RFP TIME TABLE**

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

RFP available for distribution	June 5, 2013
[Mandatory] Pre-Proposal Conference	June 19, 2013
Deadline for receipt of questions	July 29, 2013
Deadline for receipt of proposals	August 5, 2013 (3:00 p.m. local time)
Evaluation/Selection process	Week of August 19, 2013
Oral presentations, if conducted	Week of September 9, 2013
Projected award date	TBD
Projected contract start date	TBD

**C. PROPOSAL SUBMISSION**

If a bidder is submitting proposals for both a Full Service Management agreement and a Golf course maintenance-only Agreement, each proposal must be submitted separately and be completed as required by this subsection and Section III of this RFP.

One original and 8 copies (a total of 9) of the complete proposal must be received by August 5, 2013 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, bidder must provide one (1) electronic copy of their proposal in PDF format on a CD or a USB flash drive.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the bidder's name, address, telephone number, RFP title, RFP number, and due date and delivered to:

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

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 7:00 a.m. and 6:00 p.m., local time, Monday through Thursday, excluding holidays observed by the City.

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

Any proposal received after 3:00 p.m. (local time), August 5, 2013 will not be considered and will be returned unopened.

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

The submittal of a proposal 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.

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

A [mandatory] pre-proposal conference has been scheduled for Wednesday at 9:00 AM on June 19, 2013 at Ironwood Golf Course located at 2100 NE 39<sup>th</sup> Avenue, Gainesville, Fl. At that time, prospective bidders or their representatives may discuss any questions pertaining to the project. [Failure to attend this mandatory pre-proposal conference will disqualify bidders.]

NOTE: It is recommended as part of the onsite facility inspection, that prospective bidders become thoroughly familiar with the golf course maintenance fleet, maintenance facility and all other Ironwood equipment.

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

The contact person for this RFP is Fran Boynton, Senior Buyer, at (352) 334-5021 in Purchasing. Explanation(s) desired by bidder(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

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

### **Mandatory Blackout Period**

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

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Gainesville purchasing division and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

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

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the bidder's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the bidder's name, address, number of pages transmitted, phone number, and facsimile number.

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

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

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

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

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

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

**I. COSTS INCURRED BY BIDDERS**

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

**J. COMPENSATION PROPOSAL/FINANCIAL REQUISITES**

All Bidders must submit a response that includes a fee proposal. Section III, paragraph 7 includes a detailed description of the types of responses the City seeks based upon whether the Bidder is submitting a Full-Service Management Proposal, or a Golf course maintenance-only Proposal. Bidders may submit more than one type of proposal in response to this RFP.

**K. ORAL PRESENTATION**

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

**L. 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 nonresponsive. All exceptions taken must be specific, and the Bidder must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

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

## **M. PROPRIETARY/CONFIDENTIAL INFORMATION**

Florida has a very broad public records law. Bidders are notified that all information submitted as part of, or in support of proposals, will be made available for public inspection in conformance with Chapter 119 Florida Statutes.

## **N. QUALIFICATIONS OF BIDDERS**

For a Full Service Management proposal, the bidder must be an established firm or individual in the business of providing golf course management. For a Golf course maintenance-only proposal, the bidder must be an established firm or individual in the business of providing golf course maintenance for golf courses.

Upon request, during the proposal evaluation phase, the bidder shall furnish to the City such additional information necessary to satisfy the City that the bidder has the necessary experience, expertise, competent and qualified personnel, and adequate equipment to perform all requirements of the work in the event of an award. Failure to provide the requested information in sufficient form necessary to satisfy the City that the bidder has the ability to perform the work will result in its proposal being rejected.

The City may make such investigation as deemed necessary to determine the responsibility of the bidder and the ability of the bidder to perform the work. Bidders shall furnish the City all such information and data for this purpose as the City may request. The City reserves the right to reject a proposal if investigation of an bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract.

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

No proposal shall be accepted from, nor will any contract be awarded to, any bidder who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

## **O. NEGOTIATIONS**

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

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

## **P. RIGHTS OF APPEAL**

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

**Q. 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.

**R. REVIEW OF PROPOSALS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

**S. LOCAL SMALL BUSINESS PARTICIPATION**

It is the policy of the City of Gainesville that qualified local small business (SBEs) as defined in the City of Gainesville’s Local Small Business Procurement Program (the “Program”) shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that local small businesses are strongly encouraged to submit a bid in response to any procurement opportunity let by the City of Gainesville. Prime contractors are strongly encouraged to utilize qualified local small business subcontractors and material suppliers.

Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its SBE obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City’s contracts in accordance with the City of Gainesville’s Debarment and Suspension Policy.

**T. LIVING WAGE**

This contract is a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City’s web page, applies to certain contracts for specific “Covered Services,” which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/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/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 \$11.3221 per hour (Living Wage with Health Benefits) or \$12.57 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached, 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.

## **U. LOCAL PREFERENCE**

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

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



**V. RECORDS/AUDIT**

If awarded this contract, the Full Service Management contractor or the Golf course maintenance-only contractor shall be considered to be acting on behalf of the City of Gainesville. Accordingly, all records of either contractor as they relate to the Full Service Management or maintenance of Ironwood are public records under the Florida Constitution and Chapter 119, Florida Statutes. Contractor shall provide copies relating to the Full Service Management or maintenance of Ironwood for retention and inspection by the public in conformance with the Florida Public Records law.

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

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

**X. DISCRIMINATION PROHIBITION**

No person shall, on the grounds of race, sex, age, handicap, creed, color, national origin, sexual orientation, or gender identity be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

## SECTION II – SCOPE OF SERVICES

### A. FULL- SERVICE MANAGEMENT CONTRACT

Prior to commencement of the contract, the successful firm shall work cooperatively with the City's senior staff to further clarify the intended goals and purpose of the management contract; discuss and clarify any issues; gain an understanding of City operations; and establish responsibilities and timeframes.

**1. Ironwood Golf Course – Basic Responsibilities, Policies and Procedures.** In carrying out the management and operations of Ironwood, the Full Service Management company will assume responsibility for the following:

- The Full Service Management Company will operate the golf course, food and beverage concessions, pro shop, golf merchandising, lessons, tournaments, banquet facilities, golf course maintenance, and marketing of Ironwood Golf Course.

The Full Service Management Company will be responsible for hiring and managing personnel sufficient to adequately staff all areas of operation at Ironwood. The Full Service Management Company will retain at least one Golf Professional, and at least one golf course superintendent. The Full Service Management Company shall provide current Gainesville city Ironwood employees the first opportunity to go through the Full Service Management Company's hiring process

Note: The City has the right of reasonable rejection or approval of staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the contractor must provide replacement staff or sub-contractor satisfactory to the City in a timely manner and at no additional cost to the City. The contractor may make no diversion or replacement of the Head Golf Professional (equivalent) or the head golf course Superintendent without submission of a resume of the proposed replacement with written approval by the City of Gainesville.

- The Full Service Management Company will provide a level of service for all areas of Ironwood (customer service, maintenance standards, etc.) that meet or exceed the standards that exist at Ironwood in 2012.
- The Full Service Management Company shall operate the course as a public facility in a nondiscriminatory manner.
- The Full Service Management Company will provide golf course maintenance and day-to-day playability conditions of the highest standards. Golf course maintenance responsibility will include those items listed in Section II. B. 1 and 3 and Section VI of this RFP.
- The Full Service Management Company will be responsible to develop, implement and fund a robust and effective marketing program that produces positive results in terms of growth of golf rounds purchased, cart rentals, as well as restaurant and event sales, pro shop sales and instructional programs.
- The Full Service Management Company will employ state-of-the-art environmentally-friendly maintenance practices.
- The Full Service Management Company will have the golf course, pro shop, training facility and concession operations open on a daily basis, from dawn to dusk, with the exception of closures due to inclement weather conditions, scheduled maintenance

days approved by the Parks and Recreation Director and on the following holidays: Thanksgiving Day (1/2 day) and Christmas Day.

- The Full Service Management Company will, at minimum, keep the concessions open on a daily basis when the golf course is open, except for the listed holidays above.  
The Full Service Management Company will be responsible for maintenance and daily custodial cleaning of the clubhouse facility, including public restrooms at the site, including the on-course bathroom.
  - The Full Service Management Company will be responsible for maintaining and cleaning the maintenance facilities that include the mechanic's shop, equipment and parts storage, and offices to the standard established by the City in 2012.
  - The Full Service Management Company will keep all areas of the golf course facility, including the parking lot, clubhouse area, ponds, and golf course proper, free from litter and trash.
  
  - The Full Service Management Company will be required to cooperate with the City during special events and other unanticipated eventualities.
  - The Full Service Management Company will be responsible for regular pest control inspections and extermination, in compliance with all Florida Department of Agriculture regulations concerning pesticide applications and nutrient management.
  - The Full Service Management Company will be responsible for regular fire inspections in compliance with City Fire Inspection guidelines.
  - The Full Service Management Company will be responsible to maintain the Ironwood GC in such a way so as to sustain the Audubon Sanctuary certification presently in place, and commit to environmentally-friendly golf maintenance practices.
  - Smoking in any building is strictly prohibited. The Full Service Management Company will be required to adhere to and enforce this policy.
  - The Full Service Management Company will be responsible for maintaining and replacing as needed all Ironwood equipment, including golf carts, maintenance vehicles and equipment, Pro Shop and concession equipment, irrigation system and pumps.
  - The Full Service Management Company shall maintain the golf course grounds in accordance with the standards for Golf Course Maintenance set forth in Section VI of this RFP.
  - The Full Service Management Company will be responsible for merchandise sales.
2. The Full Service Management Company will assume responsibility for the following operations associated with the golf course on an annual basis:
- Formulating and implementing business plans, maintenance and operating programs, and budgets to be submitted to the City for approval for each fiscal year.
  
  - Developing recommendations for green and cart fees, subject to City approval, and indexed to local or regional competitive golf facilities of similar type and quality. Setting of fees will be subject to a negotiation process and partnership between the City and the Full Service Management Company.

- Maintaining all equipment used in operation of the golf facility, including golf carts, maintenance vehicles and equipment, irrigation system, Pro Shop and Ironwood concession equipment. Should the contractor identify the need for acquisition of new or replacement equipment, it will be expected to propose such purchase to the City and to assist the City in the procurement process, including providing access to its “national accounts” when available, with the goal in each case of obtaining the best combination of price and quality (value).
- Purchasing of all supplies, consumables, etc. for use in the operation of the golf course. The contractor will be expected to assist the City in the procurement process, including providing access to its “national accounts” when available, with the goal in each case of obtaining the best combination of price and quality (value).
- Developing a facility improvements master plan, with specific recommended projects, and an implementation schedule and plans. The City will review the facility improvements master plan and work with the Full Service Management Company on cost estimates, detailed design, bidding, and implementation plans. The extent of City involvement will be dependent on the size, scope, and budget of each proposed facility improvement project.
- Meeting with the City monthly, or as deemed necessary by the City, to review operations, expense/revenue reports, marketing/promotion programs, repair and improvement projects, long-range plans, etc.
- Presenting quarterly reports for both maintenance and expense/revenue reports to the City Council during regularly scheduled workshop sessions.

### 3. Capital Improvements

In addition to everyday course and facility maintenance and repairs, the management contractor, in cooperation with the City, will be expected to develop plans for capital improvements to the golf course, driving range, and clubhouse during the first two years of the contract. Renovations to the golf facility may include the tee boxes, greens, bunkers, and other projects.

### 4. Alcohol Sales

The Full Service Management Company may provide alcoholic beverage sales under the City’s license, provided the Full Service Management Company receives the appropriate state approvals.

### 5. Management Fee for Operations

The city shall pay the Full Service Management Company a guaranteed annual management fee in the amount of \$\_\_\_\_\_.

### 6. Term of Agreement

The term of the Agreement shall begin on an agreed-upon date, no later than 06/05/2013 and shall end on the fourth anniversary of the start date unless terminated by the City prior to that date. The contract may be renewed for two (2) additional four (4) year periods at the City’s sole discretion.

7. Performance Bond

The contractor will be required to provide the City a performance bond, which must remain in effect for the duration of the term. The bond, in the amount of \$250,000, will be due upon contract signing.

8. Taxes

The Full Service Management Company will be responsible for collecting, reporting, and submitting all sales and use taxes from merchandise and concession sales.

9. Termination for Convenience

If either party wishes to terminate the lease for convenience, it must notify the other party in writing at least 180 days prior to the proposed termination date.

In addition the agreement may be terminated upon mutual consent of the contractor and the City.

10. Termination for Cause

The City shall have the right to terminate this agreement for cause, for any or all of the following:

- Consistent inability to close the City's operating cost recovery deficit for Ironwood;
- Persistent or repeated failure to meet the performance standards for the facility;
- Persistent or repeated disregard of laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- Replacement of the golf course superintendent or other key personnel without the City's prior written approval;
- Persistent or repeated failure to supply properly skilled workers;
- Breach of fiduciary obligations under the agreement;
- Discontinuance of its business or activities at the facility;
- Any other substantial breach of the Agreement.

If the City terminates the Agreement for Cause, the Full Service Management Company will not be entitled to receive any further payment. In addition, the Full Service Management Company will vacate the facility within seven (7) days and turn over the facility and all equipment, supplies, inventory, goods, property, etc., (except the concession and pro shop inventory) to the City. If the cost of completing the services that were the responsibility of the Full Service Management Company under the Agreement exceeds the balance of the costs in the Agreement between the Full Service Management Company and the City, the Full Service Management Company shall be responsible for

paying the difference to the City. The obligation for payment shall survive termination of the Agreement.

## 11. BANKRUPTCY

If at any time during the term of the Agreement, there shall be filed by or against Contractor in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Contractor's property, the Full Service Maintenance Agreement shall be deemed canceled and terminated prior to such filing. Contractor agrees to notify the City in writing of its intent to file for bankruptcy at least 30 days prior to such filing. In the event of bankruptcy by the Contractor, neither the Contractor nor any person claiming through or under the Contractor by virtue of any statute or of any order of any court shall be entitled to take possession or remain in possession of Ironwood, but shall vacate and surrender Ironwood to the City.

## 12. City retains responsibility for the following:

- Administration of all terms and conditions of the contract.
- Approval of all fees based on proposals from the Full Service Management Company.
- Monitoring maintenance performance according to agreed-upon standards, specifications and operating policies.
- Annual approvals of operating and capital budget.
- Monthly approvals of expenses, both operating and capital; accounts payable and accounts receivable processing for all expenses and revenues.
- Prior approval of any and all expenses not budgeted.
- Prior approval of any alterations to existing facilities and partnering on facility improvement projects.
- Providing existing equipment (presently on site as of June 5, 2013).
- Attending meetings per above

## B. GOLF COURSE MAINTENANCE-ONLY CONTRACT

### 1. RESPONSIBILITIES

The work associated with the golf course maintenance contract includes providing all personnel and equipment for mowing of greens, tees, fairways, rough, plus application of fertilizer, fungicides, pre-emergents, insecticides, and over-seeding as required. It also includes the maintenance of the irrigation system.

The services to be performed under this agreement will consist of, but not necessarily be limited to, furnishing all labor, materials, tools, equipment, expertise, supplies, bonds, insurance, licenses, permits, and performing all tasks necessary for complete year-round golf course maintenance of the 18 hole Ironwood Golf Course and related facilities.

In performing its duties under the agreement, the golf course maintenance contractor shall be responsible as follows:

- The golf course maintenance contractor agrees to maintain the highest quality of maintenance possible in accordance with the specifications, and continually upgrade those areas within the golf course that may not presently meet this level of quality. Golf course maintenance contractor will be solely responsible for the appearance of the golf course and recognizes that the owner's sizable investment in trees, turf, plants, and shrubs must be managed in accordance with the highest level of maintenance standards.
- Golf course maintenance contractor will furnish all labor and supervision to include a full-time, trained and experienced Golf Course Superintendent and a trained work force to professionally maintain and improve upon the existing golf course. Work force may include full-time and part-time employees.
- Golf course maintenance contractor will perform all normal functions which are essential to providing quality playing conditions (i.e., greens mowing, cup changing, moving tee markers, grooming, etc.). It will be the Golf course maintenance contractor's responsibility to initiate many improvements encompassing turf management, use of materials and maintenance techniques. These functions will be reviewed with the city's representative daily, weekly, monthly and/or quarterly in order to keep the city aware of golf course maintenance contractor's performance.
- Golf course maintenance contractor will be responsible for performing all the necessary programs which are conducive to maintaining quality turf grass (i.e., fertilization, spraying, aerification, over-seeding, mowing, etc.). The ground maintenance contractor will be required to incorporate proper timing to obtain the best results from the above operations, and to alter the frequency of the operations as seasonal requirements dictate.
- Golf course maintenance contractor will be responsible at its own cost for both material and labor for the repair of any damage to the city's property that is caused by the golf course maintenance contractor in the performance of its operations. Golf course maintenance contractor will immediately notify the city of any damage caused by it in the performance of its operations. Likewise, the city is responsible for immediately notifying the golf course maintenance contractor of any alleged damage caused by the golf course maintenance contractor. Repairs will be made in a manner and time mutually agreed upon by the City and ground maintenance contractor.
- The golf course maintenance contractor will have the responsibility and authority for all parts, chemicals, materials and supplies necessary for maintenance of the golf course. Repairs or expenditures in excess of \$2,500.00 must have prior written approval of the Golf Course Manager.
- The golf course maintenance contractor must keep all its equipment well-maintained and in good operating order.
- Golf course maintenance contractor's personnel should be trained in state of the art golf course maintenance and such training must be kept up to date. City shall not be charged for this training.

- Even though this document tends to detail scope of work thoroughly, the duties of this Agreement expressly imposed upon golf course maintenance contractor are not the exclusive list of responsibilities golf course maintenance contractor undertakes hereunder. Golf course maintenance contractor will perform such additional tasks as may be required to maintain a degree of maintenance excellence specified above. Therefore, Golf course maintenance contractor will frequently discuss the maintenance conditions of the Ironwood Golf Course with the Golf Course Manager.
- Golf course maintenance contractor shall be responsible for purchasing all supplies necessary to maintain the Golf Course to its utmost quality. Items include, but are not limited to, all turf maintenance related items, plants, trees, mulch, pine needles, janitorial supplies, trap sand, equipment repair, parts, gas, diesel fuel, oil, equipment, restroom and maintenance supplies. In addition, contractor is responsible for providing fuel for the ranger carts and beverage cart.
- Golf course maintenance contractor shall be responsible for all utilities charges concerning the maintenance facility operation of the Golf Course, telephone, water and electric.
- The Full Service Management Company shall maintain the golf course grounds in accordance with the standards for Golf Course Maintenance set forth in Section VI of this RFP.
- Golf course maintenance contractor must conform to OSHA Safety and Alachua County Environmental Protection guidelines.

### 3. Capital Improvements

In addition to everyday course maintenance and repairs, the golf course maintenance contractor, in cooperation with the City, will be expected to develop plans for capital improvements to the golf course, driving range, and clubhouse during the first two years of the contract. Renovations to the golf facility may include the tee boxes, greens, bunkers, and other projects.

### 4. SUPERVISION

Supervision will be maintained over contractor's working personnel at the Golf Course. Maintenance activities will be coordinated with the city's other operations; assignments will be modified when directed by the city's representative; contractor will make seasonal or other required adjustments. Contractor will insure that its employees maintain a neat and orderly personal appearance. Contractor shall insure that all maintenance personnel are at least 18 years of age and present a neat, and clean appearance. All employees will be neatly attired at all times.

### 5. PROFESSIONAL EXPERTISE

To obtain maximum results the contractor shall supplement the trained maintenance personnel with professional turf consultants, entomologists, plant biologists and such other professional specialists as necessary. These personnel shall be hired at the expense of contractor.



The contractor shall incorporate its full service maintenance program based upon generally accepted turf management principles and approved maintenance practices.

The contractor hereby certifies that it has the education background and experience necessary to provide an on-going maintenance program that shall fulfill the terms and conditions of this agreement. The contractor should have at least three years proven experience in golf course groundskeeping and maintenance.

Application of pesticides on the premises of the Ironwood Golf Course shall be performed by or under the supervision of such licensed pesticide applicator. Prior to any application of restricted use pesticides or herbicides the contractor shall notify the Golf Course Manager at least 24 hours in advance.

#### 6. WORK HOURS

The schedule of work for accomplishments of maintenance services shall conform to the requirements of the city. The schedule of work hours must have the approval of the city's representative.

The contractor will furnish advance weekly work schedules to the city's representative one week prior to performing its maintenance work. Schedule shall contain a blank space for the city's representative to approve of such schedule in the event it is acceptable to him.

Contractor will also furnish an advance monthly master schedule for the upcoming month to the city's representative. The working schedule will be created so that an appropriate crew member will be on the golf course on Saturdays and Sundays. Actual procedures will be coordinated with city's representative. Schedules will include the number and names of the contractor personnel who will be working.

In event of a natural disaster or occurrence causing severe damage to the golf course, the city may issue written authorization to the contractor to allow emergency repairs to the golf course. Such repair expenses will be reimbursed by the city and will be over and above the normal fees under this contract.

#### 7. EVALUATION OF OPERATIONS

At the end of the first 90 days of the contract, the contractor will submit a formal report to the Golf Course Manager, outlining recommendations which will improve the quality of service and assist in effecting future cost savings.

Contractor will submit monthly reports to city's representatives which shall contain past accomplishments, current programs in progress and long-range planning.

#### 8. MISCELLANEOUS PROVISIONS

The Maintenance Superintendent employed by the contractor will routinely check the Golf Course Manager's office at least twice daily to pick up any service slips for areas requiring special attention. Compliance with these service requests shall be as prompt as possible. Service request slips will be furnished by the city. Prior to the first tee time, the

superintendent or his designee will contact pro shop personnel as to course conditions and make a suggested cart ruling.

The contractor will in no event subcontract any portion of the work called for here under without prior consent of the Golf Course Manager, or designee. In the event that work is subcontracted with the city's consent, the contractor agrees that it is fully responsible to the city for the acts of its subcontractors and of persons whether directly or indirectly employed by them, just as it would be for the acts or omission of persons directly employed by it.

The contractor will assist in the development of Golf Course Maintenance Specifications which would be applicable to any new facilities completed after the effective date of this agreement.

Storage will be provided to contractor's superintendent. Parking spaces at the Golf Course will be provided for contractor's employees and shall be used in lieu of any other parking spaces located at the Golf Course.

Contractor will be responsible for instructing employees in appropriate safety measures and will not permit them to place tools, materials and other equipment in traffic lanes or other locations in such a manner as to create safety hazards. Contractor's personnel will be required to interrupt performance of their work, if necessary, to allow passage of golfing traffic. Contractor will conduct monthly safety meetings and submit written minutes to the city.

## 9. EMERGENCY MAINTENANCE

In the event the city at any time determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the contractor, the Director of Parks, Recreation and Cultural Affairs may, after having considered the matter, utilize his/her own work force to go on the golf course and perform such tasks as are necessary to prevent such serious harm from taking place. The costs of such preventative maintenance incurred by the city shall be itemized by the city and submitted to the contractor and offset against any future monies owing to the contractor under the terms of this agreement. In the event the itemized costs exceed future monies owed to the contractor, such overage shall be due and owing by the contractor. The contractor will also provide equipment and/or Full Service Management Companies to the City of Gainesville for emergencies not related to Golf Course maintenance. Damage to this equipment as a result of use by the City during emergencies will be subject to reimbursements for repairs.

In the event of a natural disaster such as a hurricane, the contractor warrants that it will engage in such cleanup or corrections to the golf course as are necessary to return the golf course to its pre-disaster condition. In addition, the contractor acknowledges that as a part of this responsibility to maintain the golf course it shall take such measures as are reasonable and necessary to secure the grounds and the buildings that are part of Ironwood Golf Course property when advance warning of hurricane or other natural disaster is given.

The city does hereby designate its Golf Course Manager as its own Representative to oversee the contractor's method of operation. The Golf Course Manager will be the direct liaison between the city and the Contractor.

10. Fee for Maintenance

The City shall pay a guaranteed annual maintenance contract fee for the services performed pursuant to the agreement.

Payments will be made upon the approval of vouchers submitted by the Full Service Management Company in accordance with the requirements of the City's customary procedures.

The contractor shall maintain and provide to the City monthly and annual operating statements reflecting all revenues and expenditures. Receipts shall be submitted to the City on a monthly basis, no later than the 5th of each month, net of the guaranteed monthly management fee to be paid by City to the Contractor.

11. Term of Agreement

The term of the Agreement shall begin on an agreed-upon date after City Commission approval and shall end on the fourth anniversary of the start date unless terminated by the City prior to that date. The contract may be renewed for two (2) additional four (4) year periods at the City's sole discretion.

12. Performance Bond

The contractor will be required to provide the City a performance bond, which must remain in effect for the duration of the term. The bond, in the amount of \$250,000, will be due upon contract signing.

13. Termination for Convenience

If either party wishes to terminate the lease for convenience, it must notify the other party in writing at least 180 days prior to the proposed termination date.

In addition the agreement may be terminated upon mutual consent of the contractor and the City.

14. Termination for Cause

The City shall have the right to terminate this agreement for cause, as follows:

- Consistent inability to close the City's operating cost recovery deficit for Ironwood;
- Persistent or repeated failure to meet the performance standards for the facility;
- Persistent or repeated disregard of laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

- Replacement of the golf course superintendent or other key personnel without the City's prior written approval;
- Persistent or repeated failure to supply properly skilled workers;
- Breach of fiduciary obligations under the agreement;
- Discontinuance of its business or activities at the facility;
- Any other substantial breach of the Agreement.

If the City terminates the Agreement for Cause, the Full Service Management Company will not be entitled to receive any further payment. In addition, the Full Service Management Company will vacate the facility within seven (7) days and turn over the facility and all equipment, supplies, inventory, goods, property, etc., (except the concession and pro shop inventory) to the City. If the cost of completing the services that were the responsibility of the Full Service Management Company under the Agreement exceeds the balance of the costs in the Agreement between the Full Service Management Company and the City, the Full Service Management Company shall be responsible for paying the difference to the City. The obligation for payment shall survive termination of the Agreement.

#### 9. BANKRUPTCY

If at any time during the term of the Agreement, there shall be filed by or against Contractor in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Contractor's property, the Maintenance-only Agreement shall be deemed canceled and terminated prior to such filing. Contractor agrees to notify the City in writing of its intent to file for bankruptcy at least 30 days prior to such filing. In the event of bankruptcy by the Contractor, neither the Contractor nor any person claiming through or under the Contractor by virtue of any statute or of any order of any court shall be entitled to take possession or remain in possession of Ironwood, but shall vacate and surrender Ironwood to the City.

#### 10. CITY'S REPRESENTATIVE

The city does hereby designate its Golf course manager as its own Representative to oversee the contractor's method of operation. The Golf Course Manager will be the direct liaison between the city and the contractor.

#### 11. CONTRACTOR'S REPRESENTATIVE

Contractor will designate one Corporate Level Project Manager who shall be responsible for contractor's overall performance.

12. The city will be responsible for utilities used in conjunction with irrigation and other facilities.
13. City shall be responsible for structural repairs of fixed assets including building repair, pump and well repair (excluding irrigation system).



## **SECTION III – PROPOSAL FORMAT**

Each Submittal package shall include, in order, the following:

1. **TITLE PAGE** (to be included by all bidders)

The proposal should begin with a title page bearing the name and address of the bidder and the name and number of this RFP. The bidder should identify which of the bidding options it is pursuing (lease agreement, full service management agreement, or golf course maintenance-only contract).

2. **TABLE OF CONTENTS** (to be included by all Bidders)

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. Information that is claimed to be confidential is to be identified after the Title Page and before the Table of Contents.

3. **TRANSMITTAL LETTER** (to be included by all bidders)

The purpose of the transmittal letter is to transmit the proposal and acknowledge the receipt of any addenda. The letter should indicate which option the bidder is proposing: “full service management agreement,” “lease agreement,” “maintenance-only contract” or more than one option (allowable). The letter should include the address of the office which would provide the services requested, telephone number, fax, e-mail address and website, if applicable. The letter should be signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this RFP.

4. **MINIMUM QUALIFICATIONS** (to be included by all Bidders)

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 considered for award. 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.

The Full Service Management bidder must be an established concern in the business of providing golf course management and maintenance. The Golf Course Maintenance-only bidder shall certify that it has the education background and experience necessary to provide an on-going maintenance program that shall fulfill the terms and conditions of this agreement. The Golf Course Maintenance-only bidder should have at least three years proven experience in golf course groundskeeping and maintenance. Upon request, during the proposal evaluation phase, the bidder shall furnish to the City such additional information necessary to satisfy the City that the bidder has the necessary experience, expertise, competent and qualified personnel, and adequate equipment to perform all requirements of the work in the event of an award. Failure to provide the requested information in sufficient form necessary to satisfy the City that the bidder has the ability to perform the work will result in its proposal being rejected.

The City may make such investigation as deemed necessary to determine the responsibility of the bidder and the ability of the Bidder to perform the Work. Bidders shall furnish the City all such information and data for this purpose as the City may request. The City reserves the right to reject a proposal if investigation of an bidder fails to satisfy the City that the Bidder is properly qualified to carry out the obligations of the contract.

5. OPERATIONS AND BUSINESS PLAN (to be included by Full Service Management Agreement Bidders only)

- (A) Provide a description of your company including the services provided by the company which demonstrate the company's experience and/or qualifications to manage a golf facility, including:
- a. Vision, objectives, management/operational philosophies
  - b. Size, and Location of company
  - c. Numbers of years in operation
  - d. Golf courses under company's management in the past ten years (particularly municipal courses in Florida and/or the southeastern United States) including whether those courses are still under company's management and number of years. Provide course contact name, phone number and email address. Provide information demonstrating how the company's business approach (as presented in section B below) has proven successful at other courses the company manages. In describing the company's success, provide financial results at the courses before and after the Full Service Management Company took over operations. Also include: the name, type (municipal, daily fee, private), and location of the facility; a description of the nature of the business relationship with the facility; length, current status of the contract, and reason(s) for termination (if applicable).
  - e. Types of courses operated/managed (specifically, publicly owned courses); market demographics of courses managed.
  - f. Level of knowledge of the golf industry including operation and maintenance, particularly in the southeastern United States.
  - g. Description of company's approach to environmentally sensitive golf course management practices.
  - h. Description of company's philosophical approach, qualifications and experience in the management of food and beverage operations;
  - i. Description of company's philosophical approach, qualifications and experience in the management of golf retail operations.
  - j. Level of expertise in services offered; staff training; certifications, resumes of key personnel, etc.
  - k. Relationship to any larger business entity.
  - l. Nature of any typical sub-contracts related to operations. The bidder shall clearly state if it is proposing to sub-contract any of the work herein. List any sub-contracting disciplines needed to provide any and all requirements of this RFP and identify all sub-contractors and describe what portions of the requirements they would perform along with their experience, qualifications, and capabilities to provide the specified services.
  - m. Bidders should attach a list of at least three (3) professional references associated with municipalities with which the bidder is currently contracted for golf facility management or lease. Reference must be able to describe such matters as the bidder's financial and operational capability. Include the name of the reference Municipality / Public Agency and golf course, a description of the nature of the listed reference's experience with the bidder and the name, title, address, telephone number and email address of a contact person at the reference entity.

- n. A comprehensive company policy covering the distribution and consumption of alcoholic beverages must be attached as part of this proposal. All staff handling the point of sale of alcoholic beverages must meet mandated training requirements.
- (B) Describe how your company proposes to operate and manage Ironwood. Include in your proposal:
- a. Detailed description of the approach Bidder would propose to take in achieving the goals and policies set forth by the City in the “Program Goals and Policies” section of this document.
  - b. Description of Customer Service plan (tee reservations, pace of play, surveys, etc.)
  - c. Description of Pro Shop Operations plans (hours of operation, merchandising, and services plan)
  - d. Detailed operations plan including a staffing plan, listing of equipment needs (and replacement schedules), operating hours and policies (i.e. tee time policies, dress code and ride/walk policies etc.), rate schedules and membership plans, etc. Bidders should include an estimated number of full-time and seasonal employees, respectively, and the positions these employees will fill..
  - e. An organizational chart showing all full-time and part-time positions planned denoting the salary ranges or wage scales and the employee benefits for each position.
  - f. A detailed resume of the experience, education, and certifications of all supervisory staff.
  - g. A detailed timeline for the hiring of all employees.
  - h. Bidder shall explain in detail its plans for operating these facilities, including proposed hours of operation and the types of merchandise, food and beverages that will be sold.
  - i. The bidder shall provide with its proposal sample menus of food concession services provided at golf facilities similar to the City’s. The sample menu shall include foods to be supplied at the clubhouse location as well as those menu items available on the mobile concession vehicle.
  - j. The City expects the Full Service Management Company to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons, including, but not limited to, ideas to promote faster speeds of play. These mechanisms shall be outlined in the proposal.
  - k. Bidders shall explain in detail plans for operating the Pro Shop, including proposed hours of operation and the types of merchandise and services that will be provided.
  - l. Detailed programming information specifically as relates to player development. Include information on individual and group teaching programs for all ages, tournaments, youth camps and clinics, high school programs etc.
  - m. Identification of issues (i.e. demographics, economy, etc.) that pertain to Gainesville and Ironwood in particular that need to be considered and how the Bidder proposes to approach/address those issues. Include in this discussion, a local market review and analysis of demographics, etc.



- n. Detailed description of the annual course maintenance program to include type of maintenance, frequency, irrigation systems, chemical programs (i.e. herbicide, fertilizer, etc.); maintenance staffing plan (include listing of number and type of positions and a calculated total man-hours needed to accomplish maintenance objectives), equipment to be provided and used on golf course including a replacement schedule and other resources available to support the maintenance operation (i.e. testing services, agronomist, etc.) Include whether bidder intends to purchase or lease City equipment. The City realizes there are many different philosophies in course maintenance. Therefore, bidders may submit proposals containing alternate guidelines as long as they alternatives insure optimum performance. The alternate guidelines must be submitted in writing on a separate sheet(s) attached to the proposal.
- o. Information on the type of both short term and long range capital improvement planning that will be managed by Bidder.
- p. Detailed marketing plan including identification of types of media to be used, identification of target markets and performance indicators in terms of both rounds and revenue growth.
- q. Detailed analysis of food and beverage operations including growth potential.
- r. Timing of business plan development and presentation of operating budget.
- s. Information pertaining to the financial controls and reporting process (including frequency) that Bidder would provide to City. In this discussion include the types of reports that would be provided (i.e. profit/loss statements, play statistics).
- t. Additional information not specifically requested that Bidder believes to be relevant to the City's policy discussions in regard to Ironwood.
- u. Full service Management contract bidders must include proposed expense/revenue projections for the first two years of operations under the contract.

6. FINANCIAL CAPABILITY (to be completed by all bidders)

The successful bidder shall have a demonstrated record of financial responsibility commensurate with the obligations contemplated under this RFP. Bidders should include:

- A financial statement or statements prepared in accordance with standard accounting procedures.
- Supporting documentation of their financial net worth, including but not limited to:
  - Certified Financial Statements
  - Balance Sheets (including a breakdown of liquid and non-liquid assets)
  - Income Statements

7. PRICE PROPOSAL (to be completed by all bidders)

The price proposal is a presentation of the bidder's total offering price including the 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.

A. Full Service Management Option –

Fee Offer

Bidders shall submit a proposal for a guaranteed annual management fee.

B. Golf Course Maintenance-only Option –

Fee Offer

Bidder shall submit a proposal that includes a required fee to be paid by the City to the Golf Course Maintenance Company. The bidder is requested to submit proposals with incremental costs for providing all labor, tools, materials, and supplies necessary for maintaining the grounds at the golf course, including a listing of the number of personnel and type of positions proposed (include personnel cost, materials, repairs, irrigation, professional fees, overhead, etc.).

8. Other Miscellaneous Required Elements. Bidder shall complete and submit the following forms (included in this request for proposal):
- DRUG-FREE WORKPLACE FORM
  - DEBARRED AND SUSPENDED BIDDERS
  - ARTICLE X. LOCAL PREFERENCE POLICY
  - CERTIFICATION OF COMPLIANCE WITH LIVING WAGE
  - LIVING WAGE DECISION TREE
  - LIVING WAGE COMPLIANCE
  - CITY OF GAINESVILLE GENERAL GOVERNMENT PURCHASING DIVISION SURVEY BID INFORMATION

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

## **SECTION IV – EVALUATION CRITERIA AND PROCEDURES**

### **A. SELECTION PROCESS**

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

1. Full Service Management Proposals are subject to review and approval by City of Gainesville Bond Counsel, assuring terms comply with Tax-Exempt Financing covenants.
2. Evaluators consisting of staff will review the written proposals. Full Service Management Bidders will be compared and ranked with each other. Golf Course Maintenance-only bidders will be compared and ranked with each other. The evaluation process provides a structured means for consideration of all proposals.
3. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City.
4. Prior to final ranking of firms, the apparent top ranked vendors for each option will be required to furnish proof to the City that it complies with the specifications.
5. The services and price that can be offered by the top ranked Full Service Management bidder will then be compared with the services and price that can be offered by the City staff in conjunction with the Golf Course Maintenance-only provider. The evaluators will provide their recommendations to the City Commission.

The City Commission will then determine which option; Full Service Management contractor's operation of Ironwood, or City staff's operation of Ironwood in conjunction with a contract with Golf Course Maintenance-only, is in the best interest of the City. Once the City Commission determines which option is in the best interest of the City, the City will negotiate with that option's top-ranked bidder. Should the City be unable to negotiate a satisfactory contract with the top ranked option bidder, it may initiate negotiations with the second ranked option bidder, or it may re-evaluate the two options to determine what is in the best interests of the City.

### **B. WEIGHTED CRITERIA**

Bidders' submissions for the management option will be reviewed using the following weighted criteria.

#### **1. FULL-SERVICE MANAGEMENT OPTION**

The committee members will independently evaluate the proposals based on the following criteria and associated point values:

The committee members will independently evaluate the proposals based on the following criteria and associated point values:

- |    |                                       |     |
|----|---------------------------------------|-----|
| a. | Proposed Operations and Business plan | 25% |
| b. | Operating Experience                  | 25% |
| c. | Fee offer                             | 30% |

d.	Financial Capability/Reporting and Accountability	Pass/Fail
e.	Capital Improvement Plan	10%
f.	References	10%

The top bidder's proposal will then be evaluated against the cost of the City to provide those same services while contracting with the maintenance only top bidder. In the event the City determines that it is in its best interest to privatize the management of Ironwood, the City will enter into contract negotiations with the top bidder for management services. In the event the City determines

2. MAINTENANCE-ONLY OPTION

The committee members will independently evaluate the proposals based on the following criteria and associated point values:

- |    |   |           |     |
|----|---|-----------|-----|
| a. | Proposed Maintenance Plan , including<br>Audubon Sanctuary Plan | 25%       |     |
| b. | Operating Experience  |           | 25% |
| c. | Fee offer   | 30%       |     |
| d. | Financial Capability/Reporting and Accountability               | Pass/Fail |     |
| e. | Capital Improvement Plan  | 10%       |     |
| f. | References  | 10%       |     |

## SECTION V – GENERAL PROVISIONS

### A. CONTRACT AWARD

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

The Contract to be entered into with the successful bidder will designate the successful bidder as the City's Contractor and will include, but not be limited to, the following terms and conditions.

### B. GENERAL TERMS AND CONDITIONS

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

1. **Public Entity Crimes.** Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
2. **Tie Bids.** Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida. In the case where Federal funds are being utilized, articles 2,3 and 4 will not apply.
3. **Drugfree Workplace.** Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.
4. **Indemnification.** The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether

by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

5. **Insurance.** Contractor shall provide proof of insurance in an amount as noted below: Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

The Full Service Management Company will be required to carry Commercial General Liability Insurance in the amount of \$5,000,000, Employer's Liability Insurance in the amount of \$1,000,000, Property Damage Insurance in the amount of \$5,000,000, and statutory limits of Worker's Compensation and Disability Insurance. All policies other than Employer's Liability, Worker's Compensation, and Disability must name the City of Gainesville as an additional insured.

Fire and extended coverage equal to the replacement value of the structures will also be required, with City of Gainesville named as sole insured. Bidders are on notice that the City may require higher liability limits if, in the opinion of the City's Risk Manager, the proposed program warrants it.

#### Liquor Liability Insurance

The Full Service Management Company will obtain and maintain at all times during the contract or lease term Liquor Liability Insurance with limits of not less than \$1 million dollars each common cause and \$2 million dollars aggregate. If written on a separate policy from the comprehensive general liability policy, such policy shall name the City of Gainesville as an additional insured. An optional endorsement is also requested for "Assault and Battery coverage": A & B per occurrence limit of 1 million and aggregate of 1 million. .

6. **Sovereign Immunity.** Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
7. **Term.** Each Option lists its separate term of the contract.
8. **Termination.** The contract will provide termination by either party without cause upon 180 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.
9. **Applicable Law.** The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.



## SECTION VI – TECHNICAL SPECIFICATIONS

### GOLF COURSE MAINTENANCE GUIDELINES

The work includes maintenance of grass on greens (including putting greens and perimeter slopes), tees (including practice tees), approaches, collars, ditches, fairways, roughs, sand traps, driving range, lakes and maintenance of trees, shrubs and landscaping throughout the entire acres covered by this contract. Note: Where specific fertilizers, chemicals, seed, supplies, products or techniques are specified below, similar items or techniques of equal or better effectiveness that are without additional cost to the City may be used if pre-approved by the City's contract manager.

The maintenance practices included in this section are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of Contractor's golf course maintenance operations. While the guidelines are detailed, they are intended to be only minimum rules of operation. The Contractor's primary responsibility is for ensuring the integrity of the golf course. Variances from the guidelines will be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic, tournaments, and other unforeseen problems.

#### 1. Mowing Guidelines:

a. Greens will be mowed every day the course is open for play at a height of cut that is acceptable to the City without causing undue stress to the turf. Typically, a cutting height between 5/32" to 1/4" will be maintained. Greens should be maintained to achieve at least an '8' "stimp meter" reading. The integrity of the original size of greens shall be maintained.

b. Tees will be mowed three times per week. A mowing height of 1/4" to 1/2" will be maintained. No more than 33% of the leaf surface will be removed at any one mowing. The integrity of the original size and design of tees shall be maintained.

c. Fairways, Approaches, and Collars will be mowed three times per week during the active growing season and two times per week during the cooler periods. A height of cut of 1/2" to 3/4" will be maintained. There may be certain times during the summer when this frequency may increase due to changes in climatic conditions. The frequency of cut during the cooler periods may also be increased to three times per week when the fairways are overseeded. No more than 33% of the leaf blade shall be removed at any one mowing. The integrity of the original size of fairways shall be maintained.

d. Tee and green slopes and roughs will be mowed weekly during the active growing season and as needed the balance of the year. A height of cut of 1-1/4" to 1-1/2" will be maintained.

e. Growth regulators will be utilized in wet areas during the summer months when excessive rainfall is predicted to keep the turf under a manageable condition.

#### 2. Aeration Guidelines:

a. Greens will be aerated as needed to provide the soil with the proper air, water, and soil ratio required for healthy **putting surfaces. Two to three conventional core aerations (2 inches deep on 2 inch centers, minimally) coupled with** one deep tine aeration during the summer months will be performed annually. Spiking of all greens shall be performed between aerations to maintain proper water infiltration.

b. Tees will be aerated two times, minimally, during the year with a conventional aerator to alleviate compaction and help control thatch.

c. Fairways/Roughs will be aerated one time, minimally, during the summer months to alleviate compaction. Also, supplemental aerations will be done on the heavily compacted areas and may be accomplished with a deep-tine aerator.

### **3. Verticutting/Spiking Guidelines:**

- a. Greens will be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every two weeks during the active growing season would be considered minimal. A deeper verticutting will be accomplished following aerations in two to three directions to help promote the healing of the damage on the putting surfaces caused by aerations. Spiking of the greens will be performed regularly during the summer months to prevent algae build-up and to help maintain proper water
- b. Tees will be vertically mowed in conjunction with the aerations services during the summer. The frequency of vertical mowing will be adjusted accordingly should the playing areas become "spongy".
- c. Fairways and roughs will be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.

### **4. Topdressing Guidelines:**

- a. Greens will be topdressed in conjunction with the verticutting/spiking and aeration operations. This will be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile.
- b. Greens will be topdressed every two weeks during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens will be "dusted" with topdressing.
- c. Tees will be topdressed two times during the summer in conjunction with the aeration operations. In addition, the divots will be filled in on a weekly basis, minimally, to ensure an even playing surface.
- d. Green sand will be made available to all three facilities during the "Season" (December 1 through May 1) for topdressing of the practice range tee and to fill sand buckets on the golf carts.

### **5. Fertilization Guidelines:**

- a. Greens will be fertilized at a rate of 1.5 pounds of nitrogen per month with an analysis or ratio of N, P, & K determined by soil and tissue testing. Only "miniprill" and materials specifically used on putting surfaces will be utilized. Minor nutrients will be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.
- b. Tees will be fertilized at a rate of one pound of nitrogen per month with a fertilizer analysis to be determined by soil testing. During overseeded months, the applications of fertilizer will be adjusted as necessary to ensure that quality teeing areas are present.
- c. Fairways, irrigated roughs and slopes will be fertilized with 6 to 8 pounds of nitrogen annually through either granular or liquid applications that will be applied throughout the course of the year. Supplemental amounts of fertilizer will be applied to weak and thin areas. Any additional amounts of N, P, & K will be determined by soil tissue tests and adjusted accordingly.
- d. Dolomite lime applications, in conjunction with aeration, will be used as necessary to assist in keeping the pH at a desirable level.

### **6. Overseeding Guidelines:**

- a. Greens will be overseeded as needed each fall with a poa trivialis/ryegrass blend at an initial seeding rate of eighteen pounds of seed per 1,000 square feet. Additional seed will be added as necessary to ensure a good germination and juvenile development. Standard industry guidelines will be followed during this procedure.
- b. Tees will be overseeded each fall with a perennial ryegrass blend at a seeding rate of fifteen pounds per 1,000 square feet on par 4's and par 5's and a twenty-pound per 1,000 square feet seeding rate will be utilized on par 3's. Regular seeding and sanding of divots will be performed throughout the overseeded months.
- c. Fairways will be overseeded each fall with a perennial ryegrass blend at a seeding rate of 300 pounds per acre.

Regular seeding and sanding of divots will be performed throughout the overseeded months.

**7. Bunker Maintenance Guidelines:**

a. Mechanical raking of the bunkers will be performed five times per week. Bunkers will be raked all days with the exception of Tuesday and Sunday, or as designated by the City contract manager. In addition to mechanical raking, the bunkers will be spot hand raked during the days the bunkers are not mechanically raked. The integrity of the original size and design of each bunker shall be maintained.

b. Edging of the bunkers will be performed monthly throughout the year to ensure a manicured appearance at all times.

c. Mowing of the bunker faces will be performed weekly throughout the growing season and as needed throughout the remainder of the year.

d. Additional sand will be added as needed throughout the year to maintain an average depth of 4" in all parts of the bunkers.

**8. Equipment Repair Maintenance Guidelines:**

a. The Contractor will follow all manufacturers' guidelines in the maintenance and repair of equipment. All of the Contractor's equipment technicians will be qualified and are encouraged to attend industry workshops and seminars to stay updated on the latest trends and repairs of equipment.

**9. Irrigation Guidelines:**

a. The irrigation systems will be repaired and maintained on a regular basis by qualified Contractor staff.

b. These employees will be required to attend service seminars to keep updated on the latest irrigation development and trends in the industry.

c. In order to protect the interest of both parties, Contractor will place a "Not To Exceed" of \$15,000 annually on the irrigation repairs. Contractor will track these expenses and report the account totals on a monthly basis to the City. The cost of these repairs will be in material costs only.

**10. Integrated Pest Management Guidelines:**

a. The goal is to have The City of Gainesville golf courses as weed and insect free as possible and to prevent any damaging outbreaks of pests. Contractor's approach to the control of damaging pests and weeds will include curative and preventative types of control measures using the most appropriate products available.

b. Contractor will be responsible for the implementation of an integrated pest management (IPM) program for all playing areas of the courses including roughs via regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected daily for the presence of damaging pests, insects, or fungus. All greens shall be treated as required to prevent or control fungus and insect activity and damage to the turf. An application of Chipco Choice (or equivalent) shall be applied to control the insect population in the fairways and roughs to allow optimum turf root growth. All fairways will be inspected weekly for the presence of damaging pests, insects, or fungus and treated appropriately to prevent turf damage.

c. Fire ant mounds throughout the golf course will be controlled on an as-needed basis.

**11. Other Maintenance/Service:**

Contractor will be responsible for properly moving the cups and tee markers and repairing ball marks every day the courses is open for play. In addition, all trash will be removed, divot buckets will be filled, and the ball washers checked for clean towel and soap solution daily. The ball washer soap will be changed a minimum of once per week throughout the year.

**12. Trash and Debris Removal:**

During the course of the day, any trash or non-organic debris on the golf courses will be picked up. This will be hauled to a legal disposal site and disposed of. Removal from the property, when necessary, will be the responsibility of Contractor.

**13. Organic Materials and Tree Debris Removal:**

During the course of the day, any tree debris or organic materials on the golf courses will be picked up. This will be hauled to a legal disposal site and disposed of. Removal from the property, when necessary, will be the responsibility of the Contractor.

**14. Deep Rough/Natural Areas Maintenance:**

- a. Contractor will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation and weeds. Any removal of trees greater than 2" in caliper is not the responsibility of Contractor, unless the trees are leaning at more than a 45 degree angle.
- b. Contractor will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf courses.

**15. Cart Path Maintenance:**

All golf cart paths will be kept clean of cut grass and shall be edged monthly during the active growing season and as needed the balance of the year. Standing water problems on cart paths will be promptly corrected by the Contractor. Contractor will repair or is responsible for repair to cart path breaks due to irrigation repairs.

**16. Lakes, Ponds and Streams Maintenance:**

All aquatic weed control is the responsibility of Contractor. Contractor personnel will remove litter and trash from the water bodies on a regular basis. All lakes and ponds shall be kept free of all unwanted aquatic plant life such as algae, hydrilla, plankton, etc.

**17. Landscape Beds Maintenance:**

Contractor will install (2 plantings per year) and maintain flowering plants in select landscape beds throughout the golf courses. This will include weed control, watering, fertilization, mulching and pest control. Contractor will work with the City in determining planting designs.

**18. Buildings:**

Contractor will maintain the landscape surrounding the maintenance buildings, halfway houses, restroom, and club house buildings on the golf courses in a good, operable, and sanitary order. Any required repairs, replacement, rebuilding, and restoration would be brought to the attention of the City contract manager immediately. All such repairs, replacements, rebuilding, and restoration will be the responsibility of the City.

## DRUG-FREE WORKPLACE FORM

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Signature

Date

**DEBARRED AND SUSPENDED BIDDERS:  
BREACH OF CONTRACT**

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

that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.

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

(a) Causes

(1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.

(2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.

(3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so

serious as to justify debarment action:

(i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;

(ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.

(5) Debarment by any other governmental agency.

(b) Conditions.

(1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Purchasing.

(2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.

(3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). for the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.

(4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Purchasing.

(5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

(a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.

(b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

(a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Purchasing shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors



- (a) The Purchasing may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
- (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
  - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
  - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

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

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Purchasing shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.

- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

(c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

## ARTICLE X. LOCAL PREFERENCE POLICY\*

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

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

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

(Ord. No. 001261, § 1, 3-29-

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

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

(Ord. No. 001261, § 2, 3-29-04)

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

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

(Ord. No. 001261, § 3, 3-29-04)

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

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

- (1) Good or services provided under a cooperative purchasing agreement;

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

(Ord. No. 001261, § 4, 3-29-04)

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

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

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(Ord. No. 001261, § 5, 3-29-04)

Local Preference is requested:      YES                      NO  
 If Local preference is requested this form must be submitted with the proposal.

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

**CITY OF GAINESVILLE  
CERTIFICATION OF COMPLIANCE WITH LIVING WAGE**

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

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

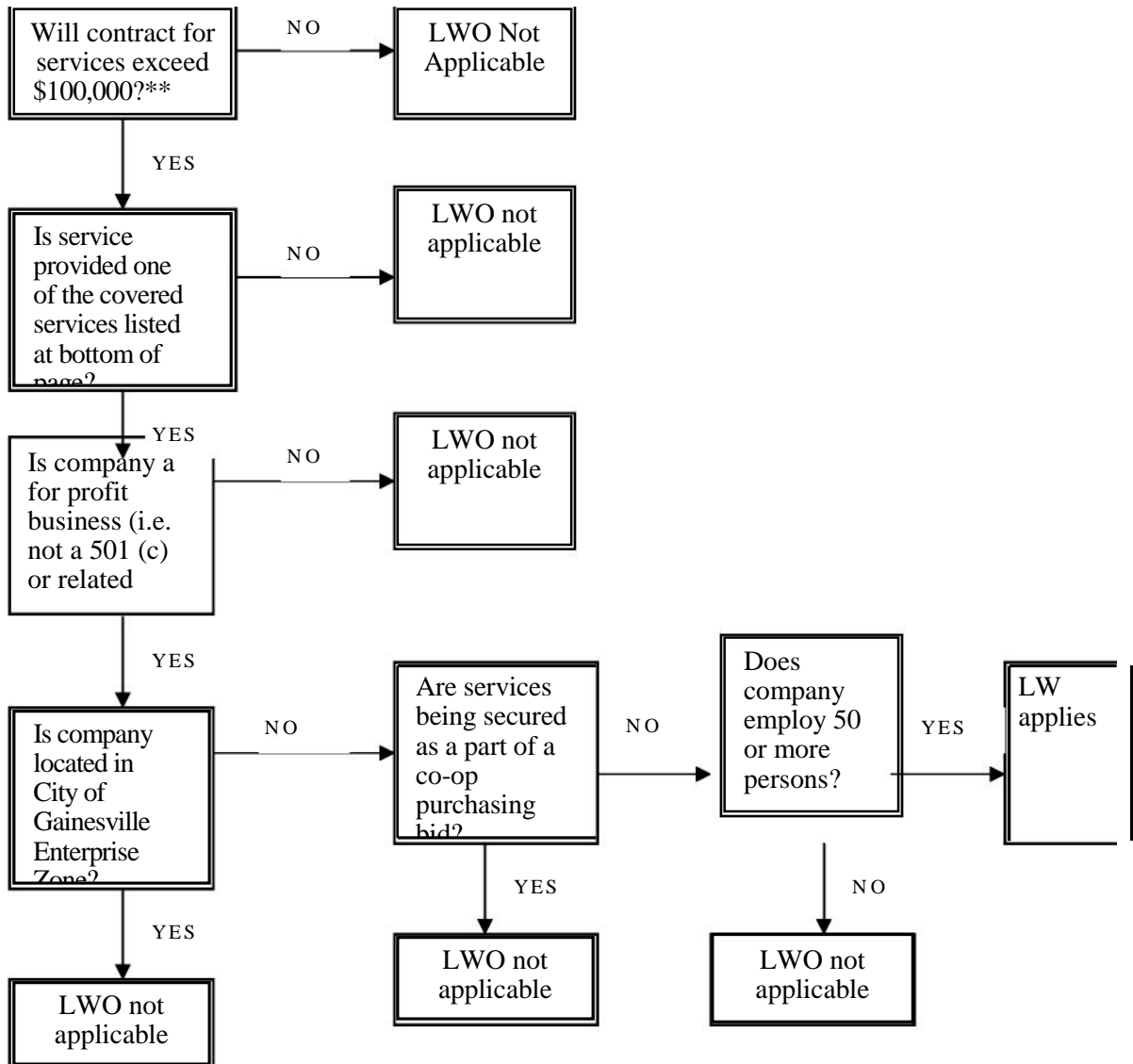
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## LIVING WAGE DECISION TREE

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



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

**LIVING WAGE COMPLIANCE**  
See Living Wage Decision Tree (Attached)

Check one:

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

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



PURCHASING DIVISION SURVEY

BID #: RECI-130046-FB

DUE DATE:

SEALED PROPOSAL ON: Management or Maintenance Only of Ironwood Golf Course

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.

\_\_\_\_\_ Current work load does not permit time to bid.

\_\_\_\_\_ Delay in payment from Governmental agencies.

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

Address:

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

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

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

## CITY OF GAINESVILLE

### AGREEMENT FOR FULL GROUNDSKEEPING SERVICES AND MAINTENANCE OF IRONWOOD GOLF COURSE

This AGREEMENT ("Agreement") made and entered into this 21<sup>st</sup> day of April, 2014 between the CITY OF GAINESVILLE, ("CITY"), and ONESOURCE LANDSCAPE & GOLF SERVICES an ABM Company (CONTRACTOR).

WHEREAS, CITY is desirous of utilizing CONTRACTOR to provide full grounds keeping and maintenance of Ironwood Golf Course; and

WHEREAS, CONTRACTOR. is willing and capable of performing such services.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

#### I. SCOPE OF SERVICES

CONTRACTOR shall provide CITY with full grounds keeping and maintenance of the Ironwood Golf Course, including the re-grassing of all eighteen fairways as described in the CONTRACTOR's proposal, as provided for in the following enumerated Specifications and Documents ("Contract Documents"), which are referenced hereto and made a part hereof as if fully contained herein:

1. This Agreement,
2. Addendum No.5 dated August 1, 2013
3. Addendum No.4 dated July 11, 2013
4. Addendum No.3 dated July 11, 2013
5. Addendum No.2 dated June 27, 2013
6. Addendum No.1 dated June 19, 2013
7. City of Gainesville Request for Proposal dated June 5, 2013
8. Proposal of OneSource Landscape & Golf Services dated August 5, 2013

The Contract Documents constitute the entire agreement between the CITY and the CONTRACTOR. In the event of conflict or inconsistency between in 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.

#### II. TERM

The term of this AGREEMENT shall be effective upon signing and will continue for four (4) years, subject to funding in subsequent fiscal years. At the end of the contract period and upon satisfactory performance of the contract by the CONTRACTOR, the CITY may at its option negotiate and extend the term of this contract for up to two (2) additional four (4) year periods.

The obligations of the CITY as to any funding required pursuant to this Agreement, 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 shall be prior and superior to any obligation of the CITY pursuant to this Agreement.

### III. COMPENSATION/PAYMENT

CONTRACTOR shall be compensated in accordance with rates as described in Attachment "A".

Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the initiating department, which shall confirm that services have been rendered in conformity with the Agreement and then will be processed for payment. Invoices will normally be paid within thirty (30) days following approval.

Additional expenses must be pre-approved by CITY before they will be approved for reimbursement. CITY may request CONTRACTOR to provide copies of paid receipts, invoices, or other documentation acceptable to CITY for any approved additional expenses

Payment. Payment will be due to the Contractor thirty (30) days after receipt of the invoice, provided that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with these Specifications or because unacceptable equipment or materials were delivered as determined by the City's inspection or failure by the Contractor to comply with the "Prompt Payment: Late Payments by Contractors to Subcontractors and Material Suppliers; penalty:" clause. The City shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).

### IV. TERMINATION

If the CONTRACTOR fails to observe or perform or is guilty of a violation of the Contract Documents, then the CITY, after serving at least ten (10) days written notice to the CONTRACTOR of its intent to terminate and after such fault shall continue unremedied for a period of ten (10) days, may terminate the Contract without prejudice to any other rights or remedies it may have under this AGREEMENT.

### V. INDEPENDENT CONTRACTOR

CONTRACTOR shall be considered as an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason

of employment. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

#### VI. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, or employees from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligent or intentional wrongdoing on the part of the CONTRACTOR and other persons employed or used by the CONTRACTOR.

#### VII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28, Florida Statutes.

#### VIII. TIMELINESS

The CITY and CONTRACTOR further agree time is of the essence in performance of work and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a CONTRACTOR performing these duties.

#### IX. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT.

#### X. RECORDS/AUDIT

CONTRACTOR shall maintain records sufficient to document their completion of the scope of services established by the Contract Documents. These records shall, upon reasonable notice, be subject at all reasonable time to review, inspection, copying 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 AGREEMENT. Records that relate to any litigation, appeals or settlements of claims arising from performance under this AGREEMENT shall be made available until a final disposition has been made of such litigation, appeals, or claims.

#### XI. PUBLIC RECORDS

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

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

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

#### XI. INSURANCE

Contractor shall provide proof of insurance in an amount as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Employer's Liability Insurance in the amount of \$1,000,000.00.

Commercial General Liability Insurance (including Fire Legal Liability) in the amount of \$5,000,000. This policy shall not contain any exclusion for liquor liability. This policy shall not exclude coverage for "bodily injury" or "property damage" where such bodily injury or property damage arises out of the use of reasonable force to protect persons or property. Property Damage Insurance in the amount of \$1,000,000.00. The City shall be included as loss payee on this policy, but only to the extent indemnified herein.

All policies other than Employer's Liability, Worker's Compensation, and Property Insurance must include the City of Gainesville as an additional insured, but only to the extent indemnified herein.

The minimum limits set forth above may be met using a combination of primary and excess coverage.

XII. CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this agreement:

CITY	CONTRACTOR
Mr. Jeff Cardozo City of Gainesville 2100 NE 39 <sup>th</sup> Avenue Gainesville, FL 32601 352-334-3121	Dale R. Elkins, President OneSource Landscape & Golf Services. 912 Avenida Central The Villages, FL 32159 352-259-7722


XIII. AMENDMENTS

Any modifications, amendments or alterations to this AGREEMENT shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

CITY OF GAINESVILLE

ONESOURCE LANDSCAPE &  
GOLF SERVICES, INC.   
An ABM Company

  
Russ Blackburn, City Manager

  
Title: President

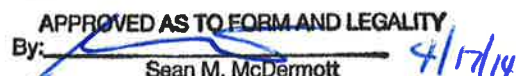
WITNESS:

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

Approved as to Form and Legality

**APPROVED AS TO FORM AND LEGALITY**  
By:  4/17/14  
Sean M. McDermott  
Assistant City Attorney I  
City of Gainesville, Florida

**PRICE PROPOSAL FOR IRONWOOD GOLF COURSE**

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OneSource commits the following pricing schedule to include all aspects of our proposal and RFP NO. RECI-130046-FB for the City of Gainesville and Ironwood Golf Club.

<b><u>Year 1:</u></b>	Labor:	\$249,900	
	Tools/Equipment:	\$ 88,200	<b><u>ANNUAL</u></b>
	Materials:	\$ 51,450	\$490,000
	Supplies:	\$ 39,200	
	Repairs:	\$ 19,600	<b><u>MONTHLY</u></b>
	Irrigation:	\$ 2,450	\$40,833.33
	Professional Fees:	\$ 19,600	
	Overhead:	\$ 19,600	

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<b><u>Year 2:</u></b>	Labor:	\$254,898	
	Tools/Equipment:	\$ 89,964	<b><u>ANNUAL</u></b>
	Materials:	\$ 52,479	\$499,800
	Supplies:	\$ 39,984	
	Repairs:	\$ 19,992	<b><u>MONTHLY</u></b>
	Irrigation:	\$ 2,499	\$41,650.00
	Professional Fees:	\$ 19,992	
	Overhead:	\$ 19,992	

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<b><u>Year 3:</u></b>	Labor:	\$259,996	
	Tools/Equipment:	\$ 91,763	<b><u>ANNUAL</u></b>
	Materials:	\$ 53,528	\$509,796
	Supplies:	\$ 40,784	
	Repairs:	\$ 20,392	<b><u>MONTHLY</u></b>
	Irrigation:	\$ 2,549	\$42,483.00
	Professional Fees:	\$ 20,392	
	Overhead:	\$ 20,392	

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<b><u>Year 4:</u></b>	Labor:	\$265,196	
	Tools/Equipment:	\$ 93,599	<b><u>ANNUAL</u></b>
	Materials:	\$ 54,599	\$519,993
	Supplies:	\$ 41,599	
	Repairs:	\$ 20,800	<b><u>MONTHLY</u></b>
	Irrigation:	\$ 2,600	\$43,332.75
	Professional Fees:	\$ 20,800	
	Overhead:	\$ 20,800	

