

BID COVER

Procurement Division

(352) 334-5021(main)

Issue Date: May 12, 2021



REQUEST FOR PROPOSAL: # CCLK-210044-MS Agenda and Meeting Management System

PRE-PROPOSAL MEETING: Non-Mandatory Mandatory N/A Includes Site Visit

DATE: May 26, 2021 TIME: 1:00 pm

LOCATION: Zoom – see Zoom access information in Section 1.2

QUESTION SUBMITTAL DUE DATE: June 2, 2021 @ 3:00 pm

All meetings and submittal deadlines are Eastern Time (ET).

DUE DATE FOR UPLOADING PROPOSAL: June 9, 2021 @ 3:00pm

SUMMARY OF SCOPE OF WORK: The City of Gainesville (the "City") is accepting proposals from qualified vendors to provide a software solution to support its board agenda and meeting management processes. The City is seeking to increase staff efficiency and improve public information accessibility by implementing a comprehensive, automated software system that integrates agenda management with meeting minutes and video streaming services.

For questions relating to this solicitation, contact: Diane Holder, holderds@cityofgainesville.org or Melanie Sowers sowersma@cityofgainesville.org

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

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

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

Legal Name of Bidder: _____

DBA: _____

Authorized Representative Name/Title: _____

E-mail Address: _____ FEIN: _____

Street Address: _____

Mailing Address (if different): _____

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

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

Proposal is in full compliance with the Specifications.

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

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

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

PART 1 – REQUEST FOR PROPOSAL INFORMATION

Thank you for your interest in working with the City of Gainesville.

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

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1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar (www.demandstar.com). **The City has transitioned from accepting hard (paper) copy submittals to accepting submittals through “E-Bidding” on DemandStar.com. In order to submit a bid response to this solicitation the bidder must be registered with DemandStar.**

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

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

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

NOTE: For a bidder’s attendance of a mandatory pre-proposal meeting to count, the bidder must sign-in before the Procurement Specialist calls the end of that meeting. If the bidder is not signed in by that time, they will be disqualified from bidding on the project. If the mandatory pre-proposal meeting also includes a required site visit, then bidder must sign in, both at the pre-proposal meeting, and again at the end of the site visit, in order to have their attendance count and not be disqualified from submitting a proposal.

NOTE: Failure to attend a mandatory pre-proposal meeting will result in disqualification of your proposal.

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

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

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

*****IMPORTANT NOTICE REGARDING PRE-PROPOSAL MEETING*****

The scheduled meeting will occur via Zoom, the information to join is provided below. Attendance is not required. However, to join the meeting you must register.

Time: May 26, 2021 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84527080520?pwd=ZFlkamRkK3RzUTNZa3RtYjU4MEZXUT09>

Meeting ID: 845 2708 0520

Passcode: y30Q5C

AND

*****IMPORTANT NOTICE REGARDING BID OPENING*****

The scheduled bid opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required. However, to join the bid opening you must register.

Topic: Bid Opening-RFP Agenda Management System

Time: Jun 9, 2021 03:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84170152162?pwd=SIMveDlvZ25kWXVZU2RBVnFiWUozdz09>

Meeting ID: 841 7015 2162

Passcode: 05kDdS

All meetings and submittal deadlines are Eastern Time (ET).

1.3 RFP TIME TABLE

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

RFP available for distribution	May 12, 2021
Non-Mandatory Pre-Proposal Meeting	May 26, 2021
Deadline for receipt of questions	June 2, 2021
Deadline for uploading of proposals	June 9, 2021 (3:00 p.m. local time)
Evaluation/Selection process	Week of June 21, 2021
Oral presentations, if conducted	Week of July 12, 2021
Projected award date	August 1, 2021
Projected contract start date	October 1, 2021

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

1.4 PROHIBITION OF LOBBYING

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

initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made. Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the proposal and/or any future proposal.**

1.5 CONE OF SILENCE

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

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

1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

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

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

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

These criteria consider the bidder's capability to perform:

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

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

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

1.7 RESPONSIVENESS OF PROPOSAL

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

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PART 2 – PROJECT OVERVIEW

2.1 GENERAL DESCRIPTION

2.1.1 Introduction

It is the intent of the City of Gainesville to obtain proposals from qualified vendors to provide a software solution to support its board agenda and meeting management processes. The City is seeking to increase staff efficiency and improve public information accessibility by implementing a comprehensive, automated software system that integrates agenda management with meeting minutes and video streaming services.

2.1.2 Background

The City of Gainesville, located in Alachua County, is the largest city in North Central Florida, with a current population of over 130,000. The City Commission, which is comprised of a Mayor and six Commissioners, serves as the legislative body of the City. The Commission establishes policy, passes local ordinances and oversees a wide range of departments to provide municipal services for the City. The Commission also appoints citizen volunteers to serve on the City's municipal advisory boards and committees.

The City Commission holds weekly business meetings along with several monthly subcommittee and special meetings as needed. The City's 25 advisory boards and committees typically meeting on a monthly basis. The public may attend City meetings in person or participate remotely as specified in the official weekly [Notice of Meetings](#).

Since 1995, the City has used a Granicus software application for agenda and meeting management. The City Clerk serves as the administrator of the Granicus system, overseeing the creation and publication of agendas and minutes for Commission public meetings. City departments also use Granicus to administer agendas, minutes and appointment processes for the City's board and committees. The Granicus system supports live meeting management and video hosting and recording for the City's public meetings. The City livestreams board meetings on its website and social media. Archived video recordings of meetings are available [here](#).

2.2 PROJECT SPECIFICATIONS

2.2.1 PROJECT GOALS & EXPECTATIONS

The purpose of this RFP is to obtain and implement a software solution that provides a secure, cloud-based system for the City's board agenda and meeting management processes. The City prefers a solution that requires minimal custom development with user-friendly interface and intuitive user navigation. The proposed solution must be designed for long-term reliability and efficiency, capable of incorporating future enhancements and scaling to meet the City's expanding needs over time. The vendor's ability to provide project planning and technical support at all stages of service implementation - including development, training, and ongoing maintenance - will serve as key factors in the City's evaluation process.

The City anticipates that the selected technology solution will achieve the following primary goals and expectations:

- Support an automated, centralized process for managing legislative history and agenda administration with enhanced workflow capabilities.
- Incorporate current data from the City's existing agenda management system, including documents, legislative files and videos.
- Provide functionality to record meeting minutes and live meeting management.
- Provide the capability to live stream and record meeting videos for viewing and archival.
- Securely integrate with the City's existing computing infrastructure.
- Include excellent intra-department and user security controls.
- Offer internal and external capability to access meeting agendas, minutes, videos and associated documents online with sophisticated search functionality.
- Provide staffing and technical expertise to support comprehensive project planning, implementation, user training and ongoing system support and maintenance.

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PART 3 – PRICE PROPOSAL

3.1 Agenda and Meeting Management System

The bidder shall provide a pricing proposal that describes each product/service to be provided along with estimated costs as structured below. Please detail any one-time and recurring fees not outlined here to inform the City of the total cost of the proposed solution and services. **Please submit any questions about this pricing format prior to the deadline for proposals.**

YEAR ONE EXPENSES

Outline the total base cost for the first year to provide and implement the proposed system that fulfills the minimum requirements listed in this RFP including support services. Specify the additional cost and time associated with any installation/development activities not included in the base estimate, such as integration of the City's existing systems with the proposed solution.

Products and Services – Initial and One-time Costs	Cost/Rate	Notes
Hardware Cost - Attach a description and cost for each product). Specify if the hardware must be purchased from the vendor or may be outsourced from a third party.	S	
Application Software Licensing (attach a description and cost breakdown for each product)	S	
Application Development/Customization	S	
Installation/Implementation Costs		
Maintenance and Technical Support	S	
Project Management	S	
Training – Include all materials and travel (lodging, meals, and transportation).	S	
Other one-time costs (third party licensing, additional modules, enhancements, etc.)	S	
Other – please describe:	S	
Other – please describe:	S	
TOTAL ONE-TIME COSTS	S	

ANNUAL/RENEWAL EXPENSES – YEAR 2 AND BEYOND

Outline all anticipated ongoing costs required to operate and maintain the proposed solution on an annual basis after the first year of the project.

Products and Services	Cost/Rate	Notes
Licensing/subscription fees	\$	
Maintenance and support	\$	
Upgrades and enhancements	\$	
Training resources	\$	
Other	\$	
TOTAL ANNUAL RENEWAL COST	\$	

OPTIONAL SERVICES & FUTURE ENHANCEMENTS

Estimate the costs of additional proposed modules or services that may be implemented in the future to further the project goals outlined in this RFP. Include a cost breakdown for each function.

Products and Services	Cost/Rate	Notes
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL COST OF OTHER SERVICES	\$	

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

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PART 4 – HOW TO SUBMIT A PROPOSAL

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

4.1 FORMAT OF PROPOSAL

a) Table of Contents

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

b) Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the bidder deems relevant. Proposals should be organized according to the outline provided below. Vendors must follow all formats and address all portions of the RFP as set forth providing all information requested.

All proposals must include the following:

- RFP Cover Page/Introduction
- Table of Contents
- Company History/Background
- Company Qualifications
- Project Team
- Proposed Solution Features and Functionality
- Project Planning and Implementation
- Hardware/Software Requirements
- Hosting and Security
- Ongoing Technical Support and Maintenance Services
- Pricing Proposal

Company History/Background

Provide a detailed company overview, including the following:

- Legal name of company
- Brief company history, highlighting your experience working with local governments
- Length of time the company been in operation
- Name, telephone number, and email address for a primary point of contact during RFP process

Company Qualifications

Identify the qualifications of the company and its staff to implement agenda management software solutions similar to those described in the requirements of this RFP.

- Describe your company's experience implementing projects similar in scope and nature to the proposed solution for public sector/government clients similar in size to the City. Provide a list of all municipal, county, and/or state clients within the previous five years.
- Describe the process of successfully facilitating a comprehensive data migration from a client's existing Granicus system into the proposed solution.
- Provide examples of integrations your company has performed between the proposed software and a clients' existing systems and applications, specifically Laserfiche electronic records management systems.
- Provide at least **five references**. At least **three references** should be from clients for whom the vendor has implemented agenda management services in the past two years. Clients should be of similar size to

that of the City. Include website URL addresses and client contact information and description of services provided; client contact person and title; phone; email address.

Project Team

- Name and define the different roles of the project team and leaders that would directly support the work at each stage of the proposed project.
- Provide detailed resumes of key personnel to be assigned to the contract and their respective roles/responsibilities, including name and title, role/position; education and relevant experience.

Proposed Solution Features and Functionality

Describe how the proposed solutions fulfill the goals of this project as described in this RFP.

- Provide a comprehensive description of the solution proposed.
- Detail the availability of all features and functionality listed in *Section IV Project Specifications* of this RFP. Provide detailed explanation of how the proposal meets the Minimum Requirements. Acknowledge if and how the proposed solution would fulfill the General Requirements and Optional Features.
- Identify additional proposed features, functions, or capabilities that the City may consider to achieve the goals of the project as set forth in this RFP.

Project Planning and Implementation

The City envisions that the selected software solution will be fully operational within a one-year period from the effective date of the contract. Proposals should clearly outline your company's approach to managing and implementing this project, including all activities required to "go live" with the proposed system. This section should address the following:

- Provide a detailed project work plan and schedule with key milestones and deliverables at each phase of the project, including planning, development, content migration, implementation, training, system and user testing, and ongoing maintenance/support.
- Describe the tools and methodologies your company will use to accomplish system implementation, including integrations/configuration other "go live" activities.
- Describe the roles and responsibilities of the City during each phase of the project. Detail required resources and estimated level of effort and skillset required for the City staff during implementation, testing and ongoing operations.
- Explain how your project team will communicate with the City about tracking project development, achievement of milestones, unexpected changes or delays and ongoing maintenance/support.
- Describe approach to training on various system functions and features for system administrators and end users, including:
 - Initial and ongoing training for current and future employees.
 - General time frames for various training formats (e.g., in person or virtual sessions for x users or x times/per year)
 - Available ongoing training options and resources, including in-person, virtual and print materials (e.g., user guides, online tutorials)
- Describe the testing platform and methodology that your company will employ, including system and integration testing, stress/performance testing and user experience testing. Outline the support that the company will provide to complete testing.
- Specify the criteria for success that will be used to determine readiness to "go live" with the proposed system.

Hardware/Software Requirements

- Describe any software that is required to be installed on a user's machine. For each, please include the system requirements related to installation, permissions required, etc.
- Outline any responsibilities of the City to install, configure and maintain any hardware related to the proposed solution.

Hosting and Security

- Describe the proposed hosting services and associated ongoing service level commitments.
 - Describe the location, security features and service level agreement associated with the datacenter.
 - What tier is the hosting facility where the AMS will be hosted?
 - Are there storage limitations to the amount of data housed?
 - Are there restrictions to how long data can be stored?
- Describe proposed service level metrics and/or commitments and your uptime over the last 24 months.
- Data Center: Tier III, managed network infrastructure, on-site power backup and generators, redundant network, 24/7/365 system monitoring, multiple geographically dispersed data centers
- Hosting Automated software updates and security patches, redundant firewall solutions, high performance SAN with N+2 reliability
- Bandwidth: Multiple network providers, burst bandwidth of at least 2Gb/s
- Describe security and backup and disaster recovery processes and procedures.
 - 24/7 emergency support, online status monitor, event notification emails, recovery time objective no greater than eight hours, recovery point objective no greater than 24 hours, preemptive monitoring, geographically redundant backup
- DDoS Mitigation
- Is your company willing to contractually commit to assisting the City in recovering its data from the vendor’s solution in a format that is useful to the city should our business relationship terminate?

Ongoing Technical Support and Maintenance Services

In this section the vendor should address the following:

- Describe the technical support to be provided by the company during implementation, including emergency and non-emergency availability. Identify the hours and methods of available individual user support.
- Describe ongoing software maintenance, technical assistance and user support to be provided after implementation, including repairs, updates, emergency maintenance and 24-hour customer support.
- Describe policy for SLA for maintenance/customer support, including response time commitments, and escalation procedures.
- Describe product release, enhancement and upgrade processes. Describe capability of integrating additional features and functionality in future project phases.

I. PROJECT SPECIFICATIONS

The City will select the proposed product that most closely fulfills the specifications outlined in this RFP. The vendor’s proposal must clearly acknowledge which of the features and services, including the stated minimum requirements, are included in the proposed solution.

Minimum Requirements

	Vendor Response	
	Yes/No	Page No.
Demonstrate experience in the in the government/public sector market implementing projects for clients that resemble the City. Provide client references, including at least three (3) from government agencies for which the vendor has successfully implemented systems similar to the proposed solution in the past two years.		
Demonstrate the qualifications and experience of the staff/personnel to be assigned to develop and implement this project.		
Demonstrate experience successfully migrating existing data and legislative file history (including documents and videos) from Granicus agenda management systems into the vendor’s proposed solution.		

Demonstrate how the proposed solution will integrate with the City's electronic records management system (Laserfiche).		
Provide a detailed project work plan and schedule with key milestones and deliverables at each phase of the project, including development, content migration, implementation, training, system and user testing, and ongoing maintenance/support.		
Provide detailed plans for initial and ongoing training and resources for City staff administrators and end user.		
Provide ongoing software maintenance, technical assistance and user support after implementation of the proposed solution.		
Provide a software solution with automated workflow capabilities to create, track, edit and approve board agendas.		
Support live meeting management with ability to record minutes live during the meeting or afterward from the video.		
Provide video hosting, recording and archival of meetings with indexing.		
Support web-based system administration and end user access from desktop or mobile devices with internet browsers.		
Provide concurrent user access to system applications, with multiple user types (e.g., staff, public, administrative).		
Offer systems administrator functionality with to manage security and assign rights and access based on user roles.		
Offer advanced, flexible search functionality.		
Offer a Board and Committee management module that can be linked to the City's website.		
System must be ADA compliant (including documents).		

General Requirements

The City's preferred software solution will include all or most of the features listed below. This list is not intended to be all-inclusive. Proposals should include information about services and features that the City may consider as relevant to the project's current and future needs.

<i>Software</i>	Vendor Response	
	Yes/No	Page No.
Describe the system's user license and account structure, including capacity to accommodate future organizational growth.		
Describe capability to facilitate API integrations to allow for the sending and receiving of data between the proposed system and software applications currently utilized by the City including but not limited to: <ul style="list-style-type: none"> • City website (CMS) - link to meeting calendar, agendas, minutes, video recordings, etc. • Microsoft Office 365/single sign-on Include the methods by which each potential integration will be accomplished.		
Describe certified partners and their product integrations with proposed solution.		
Describe all hardware required to implement the proposed software solution. Include minimum client requirements.		
Describe data sharing capabilities of the system.		
Support single sign-on for end users (to connect with City's CRM system)		
Capable of facilitating phased implementation of software solution to ensure continuous agenda management throughout the project.		
Provide a testing environment for initial system configuration and implementation of new product features and updates before going live.		

Provide advanced notice of scheduled upgrades and system maintenance to ensure minimal system downtime.		
Provide detailed information on planned product improvements for the next 24 months.		
Describe capability of integrating additional features and functionality in the future.		
Ensure client retains ownership of all content and control of access to the data.		
Provide a demonstration of the product upon request.		

Agenda Management	Vendor Response	
	Yes/No	Page No.
Provide a user-friendly interface for seamlessly creating, editing, tracking and approving paperless board agendas with supporting documentation.		
Ability to provide access to all agenda components by multiple users simultaneously.		
Ability to create and manage an unlimited number of boards, meeting types and meetings in the system.		
Unlimited agenda file size (including attachment size and file types).		
Ability for administrators to configure and edit drop-down menus options for meetings elements/agenda items		
Allows agenda items to be created and edited (with attachments) in the agenda screen/module, with revision control.		
Ability for administrator to lock and unlock agendas.		
Ability to edit the meeting body name, location, date, etc. after agenda creation.		
Supports versioning of board agendas and agenda items and shows the status of the agenda or item (draft, revision and final versions).		
Agenda automatically updates when changes are made (without deleting).		
Ability to create templates for multiple meeting and board types to ensure consistent formatting. Easy customization of templates by authorized users without computer programming background.		
Flexible agenda formatting and editing options (e.g., font, indentation, bulleted and numbered lists, item order, etc.); ability to upload or create tables and graphs, copy and paste from other documents/software		
Supports the attachment of multiple file types to agenda items, including word processing applications, spreadsheets, HFML, photos, graphics and other digital images (PDF, PNG, TIFF, JPEG, etc.), at any point in the workflow.		
Allows documents to be attached directly to an agenda item by scanning and uploading from the City network or integrating with external software applications.		
Ability to copy and move agenda items with associated attachments among agendas, including future agendas, without modifying the current item status		
Ability to link related agenda items.		
Allow easy capability for internal users to link meeting agenda, minutes, videos and supporting documents to the City's website.		
Automatic conversion of all agendas with associated documents to PDF format for printing and public access.		
Ability to customize internal and external screen views.		
Ability to create and store images of documents using non-proprietary image formats.		
Ability to archive and hide user accounts and meeting types from view while allowing them to remain searchable.		
Ability for internal and external users to download, print and export/share the agenda (with or without attachments) from the web-based application.		
Ability to generate a weekly/monthly meeting schedule from the agendas or from a recurring meeting series		
Ability to revise the agenda, including adding attachments from a meeting, without republishing the agenda		
Functionality to create abbreviated summary agenda/condensed version of the full agenda		

<i>Workflows and Approval Tracking</i>		
User-friendly functionality for creating and editing standard or customized workflow approval processes with administrator control and assigned user roles.		
Provide a visual “dashboard” display of the current status of agendas and agenda items (across multiple departments) with deadlines/timelines.		
Permit deadlines to be set on meeting date or response time.		
Ability to approve agenda items individually or in bulk.		
Option for in-system final approval of compiled agendas and minutes by the Clerk’s Office before publishing.		
Ability to maintain revisions of agenda items and attachments that are changed during the approval process.		
Accept multiple electronic file types to be attached to a workflow.		
Ability to escalate, delegate and reassign approval roles to other users with appropriate permissions/security roles (e.g., set temporary out of office temporary assignments).		
Allow modifications to workflow steps after the process has started. Permit routing changes by authorized users during the workflow processes.		
Ability to reject and return an agenda item to a specific user without terminating the entire workflow.		
Support parallel and sequential processing of agenda items.		
Support email notifications and alerts for system users.		
Display all workflows related to a specific user at one time and allow users to access specific workflows as desired.		
<i>Notifications and Reports</i>		
Ability to send automatic notifications/alerts to designated users on agenda revisions, status updates, submission deadlines, workflow approval delays, etc.		
Ability for internal and external users to request to receive notifications of agenda availability.		
Allow users to create custom notifications.		
Reporting functionality with standard report templates and customization options to summarize agenda progress, legislative file history, etc. by department, meeting date, and other criteria.		
Ability to produce reports on public keyword searches and sign-ups for alerts.		
<i>Archive and Search</i>		
Maintain the full history of all agenda items (legislative files), including the meeting dates, agendas, minutes, related resolutions and ordinance numbers, file text, supporting documents, actions and voting history.		
“Google-type” system search functionality that supports advanced, flexible, simultaneous searching of current and archived agendas, minutes, attachments, videos, closed captions, etc. and videos by full text or metadata.		
Supports search by full text or metadata; for specific date or date ranges; by title and text content of all files.		
Provides list of search results with links to the agenda items and supporting documents within the respective agenda.		
Ability to archive and retrieve agenda items and associated documents (hide from view, but not remove from system).		

<i>Minutes & Live Meeting Management</i>	Vendor Response	
	Yes/No	Yes/No
Include meeting minute templates with default options that may be edited.		
Ability to use a meeting agenda as the template for the meeting minutes.		
Ability to annotate ("timestamp") agenda items in the meeting video and merge with the Minutes.		
Capable of linking to current and archived documents and recordings in the system.		
Access to the same minutes by multiple users at the same during live meetings.		
Ability to host and manage multiple meetings simultaneously.		
Ability to pre-populate attendee lists for multiple meeting types (names and titles).		
Ability to take roll call and edit member attendance during the meeting.		
Ability to activate agenda items in any order desired.		
Ability to remove items from the Consent Agenda to the Regular Agenda; and to edit motions and votes during the meeting.		
Recorded actions (roll call, motions, votes, notes, speakers, etc.) populate automatically as text in the Minutes.		
Ability to record motions and votes with mover and seconder, permitting votes on multiple motions for an agenda item.		
Ability to add actions for agenda item manually or by selecting from a customized list. Ability to configure standard text for motions.		
Ability to manually edit votes, motions, etc. during and after the meeting.		
Ability to add new agenda items during the meeting or while creating the minutes.		
Electronic board voting functionality with desktop and mobile access that integrates with the minutes module.		
Visual display that shows votes and speaker timer (with configurable time limits) to the audience.		
Ability for system users to view agendas and associated attachments, enter notes, etc. from a tablet or other mobile device.		
<i>Post-Meeting Workflows</i>		
Ability to generate post-meeting action summaries or reports.		
Provide workflow processes to manage post-meeting activities including document numbering, tracking and electronic signatures.		
Ability to assign action items to specific department(s) and/or individuals and to track the ongoing status of the items.		
Ability to track and generate reports (based on dates, topics, etc.) summarizing board members' votes across on business items across a specified time period.		

<i>Video Hosting & Recording</i>	Vendor Response	
	Yes/No	Yes/No
Meeting video capable of linking to/integrating with agenda items, minutes application, support materials and voting system.		
Vendor must provide detailed specifications on the following: method/location of hosting video files, permanent encoder for fixed location and portable encoder for off-site, typical stream rate, installation specifications, hardware/server platform.		
HTML 5 HD livestream video player that can be embedded on the City's website.		
Video editing tools allowing the trimming of beginning and ending of meetings after recording.		

Customizable web interface that displays video, audio, closed-captioning, agenda item links and document viewing. Easy for authorized users to edit and update.		
Ability to stream meetings live and to record and publish to the web after the meeting. Supports continued video recording in the event of network connection issues.		
Video and audio files stored securely on private networks.		
Connects to a presentation monitor to display supporting materials/documents and voting results for the public; ability to control the video output.		
Provide access to live HD meeting videos and make video archives available for search on-demand in multiple web browsers.		
Provides searchable closed captioning that can be recorded and displayed in live and archived videos. Caption search feature that jumps to a specific point in the video.		
Ability to view the closed captions separately as a stand-alone page to serve as a meeting transcript.		
Facilitate the migration of existing video archives into the new system, retaining time stamps, closed captions and agenda links.		
Ability to use video system and Minutes application in off-line mode.		
Ability to upload and remove/replace off-air, non-streamed meetings to the archives.		
Ability to record off-site meetings		
Ability to add overlays to video		
Ability to accommodate multiple internal users viewing multiple meetings simultaneously.		

<i>Public Information Access</i>	Vendor Response	
	Yes/No	Yes/No
Ability for the public to view, copy and/or download current and archived meeting agendas, minutes, videos and associated documents online.		
User-friendly option for the public to post written comments online with direct links to specific agenda items.		
Functionality to allow the public to add an upcoming meeting to their personal electronic calendars (e.g., Outlook, Google)		
Provide a public sign-up or subscription option to enable individuals to request notifications related to specific meeting agendas or topics.		
User-friendly web interface that is easy for the public to access, navigate and search.		
Public comment speaker electronic sign-up process.		

<i>Boards and Committees Administration</i>	Vendor Response	
	Yes/No	Yes/No
Ability to create standard and customized applications for multiple City advisory board and committees.		
Ability to communicate with board applicants/members from the system throughout the application process, appointment and service term process.		
Module must integrate with City's website.		
Web-based user and applicant/member access to all module processes.		
Ability to assign user and administrative roles and access permissions for various boards.		
Streamlined committee and board member management processes, including appointment, training and attendance.		
Ability to link to board training information and materials with members.		

Track and summarize committee and member activity. Provide a dashboard overview of all boards and individual board activity.		
Ability to view timelines of board and committee activity, including member history, upcoming vacancies and position terms (including partial terms).		
Ability to generate and export standard and customized reports on board applications, appointments, vacancies, training status, etc.		
In-system electronic voting on applications.		
Ability to email users and applicants/members directly from the system.		
Ability to compile, download and export individual and batch applications, appointment forms and other documents.		
Ability to provide notifications and alerts to internal users regarding application and appointment processes (deadlines, submissions, etc.).		
Ability to provide notifications and alerts to applicants/members about submitted applications, incomplete applications, appointments, attendance, etc.		
Links directly to meeting agendas and minutes applications.		

<i>Community Engagement Features</i>	Vendor Response	
	Yes/No	Yes/No
Audio and video public comment feature on agenda items		
Public engagement platform with user-friendly, interactive tools to solicit feedback from citizens on meetings and agenda items (plans, initiatives, budgets etc.)		
Ability to disseminate information related to the City's public meetings, advisory boards, specific agenda items, etc. to individuals and community groups via multiple avenues		
Options for individuals to create a user account, opt in to receive ongoing communication, notifications, etc. from the City		

c) Price Proposal

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

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

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

d) Qualifications

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

Proposals should be organized according to the format outlined in the Scope of Work/Project Specifications (reference), providing all information requested in each section of the RFP. The vendor's proposal must acknowledge which of the features and functionality are included in the proposed software. At a minimum, the proposal must provide clear responses to the following:

- Demonstrate experience in the in the government/public sector market implementing projects for clients that resemble the City. Provide client references, including at least three (3) from government agencies for which the vendor has successfully implemented systems similar to the proposed solution in the past two years.

- Demonstrate the qualifications and experience of the staff/personnel to be assigned to develop and implement this project.
- Demonstrate experience successfully migrating existing data and legislative file history (including documents and videos) from Granicus agenda management systems into the vendor's proposed solution.
- Demonstrate how the proposed solution will integrate with the City's electronic records management system (Laserfiche).
- Provide a detailed project work plan and schedule with key milestones and deliverables at each phase of the project, including development, content migration, implementation, training, system and user testing, and ongoing maintenance/support.
- Provide detailed plans for initial and ongoing training and resources for City staff administrators and end user.
- Provide ongoing software maintenance, technical assistance and user support after implementation of the proposed solution.
- Provide a software solution with automated workflow capabilities to create, track, edit and approve board agendas.
- Support live meeting management with ability to record minutes live during the meeting or afterward from the video.
- Provide video hosting, recording and archival of meetings with indexing.
- Support web-based system administration and end user access from desktop or mobile devices with internet browsers.
- Provide concurrent user access to system applications, with multiple user types (e.g., staff, public, administrative).
- Offer systems administrator functionality with to manage security and assign rights and access based on user roles.
- Offer advanced, flexible search functionality.
- Offer a Board and Committee management module that can be linked to the City's website.
- System must be ADA compliant (including documents).

4.2 CONTENT OF PROPOSAL

Required Documents:

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

- a. RFP Cover Page
- b. Address each Minimum Qualification
- c. Provide a Statement of all Qualifications that will communicate the capabilities of the proposer to successfully complete the project
- d. Pricing Proposal
- e. Drug-Free Workplace Form
- f. Bidder Verification Form
- g. References Form
- h. Bidder's W-9
- i. Copy of any applicable, current licenses and/or certification required by City/County/State
- j. Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)
- k. *Procurement Specialist – use only if this is a requirement to support the solicitation as determined by the project manager: Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties*
- l. Minimum Requirements and General Requirements checklists

4.3 PROPOSAL SUBMISSION INSTRUCTIONS

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

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

On occasion, the City will request proposals present pricing separately from the main proposal. If separate pricing is requested, upload a separate document that indicates Pricing as its content.

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

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

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

4.4 DISCLOSURE AND CONFIDENTIALITY

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

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
 - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
 - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
 - a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
 - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
 - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.

- d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

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

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

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

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

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

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

4.5 EXCEPTION TO THE RFP

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

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

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

4.6 ONLY ONE BID

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

4.7 FULLY INFORMED BIDDER

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

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PART 5 – EVALUATION PROCESS

5.1 EVALUATION CRITERIA

a) **Selection and Evaluation Criteria**

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

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

b) **Technical Qualifications Evaluation**

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

c) **Written Proposal Evaluation**

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

d) **Presentation/Interview Evaluation**

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

e) **Other factors**

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

PART 6 – SELECTION PROCESS

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

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

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PART 7 – AWARD

7.1 TIE BIDS

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

7.2 DRUG-FREE WORKPLACE

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

7.3 CONTRACT TERMS AND CONDITIONS

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

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

7.4 CONTRACT AWARD

The award(s), if any, shall be made to the bidder(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final. The contract term shall commence on October 1, 2021 and terminate on September 30, 2022. The Contract may be extended, upon mutual agreement of the Parties, for four (4) 1-year periods.

7.5 CONTRACT

The Contract to be entered into will designate the successful bidder as the City's Contractor. The terms and conditions in the Sample Contract, Part 9, shall be applicable and binding. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 9.

7.6 BID PROTEST

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

7.7 RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

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

PART 8 – GENERAL INFORMATION

8.1 REIMBURSABLES

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

8.2 LOCAL PREFERENCE

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

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

8.3 SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

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

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

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

8.4 LIVING WAGE REQUIREMENTS

Living Wage requirements, Ordinance 020663, as amended in Ordinance 030168, and in [Ordinance 180999](#), and as shown on the City's web page, applies to contracts solicited by the City after midnight on March 31, 2021.

Section 2-619. – Living Wage Requirements.

- (a) The following are requirements of each service contractor/subcontractor:
 - (1) A service contract or/subcontractor shall pay a living wage to each of its covered employees during the time they are providing the covered services.
 - (2) A copy of the living wage rate shall be posted by the service contractor/subcontractor in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request.
 - (3) Each service contractor shall make all of its service subcontractors aware of the requirements of this division and shall include the contract provisions listed in the **Sample Contract** under the *Living Wage* paragraph in each of

its service subcontracts to ensure compliance with this article. The city shall not be deemed a necessary or indispensable party in any litigation between the service contractor and a subcontractor.

- (4) A service contractor/subcontractor shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage under this division. A covered employee who claims their employer has not paid them a living wage as required by this division may file a written complaint with the city.
- (5) Each service contractor/subcontractor shall produce payroll records, and any other requested documentation to the city as necessary for the city to audit or investigate compliance with or a reported violation of this division.

The adjusted Living Wage for this contract will be \$13.75 per hour (Living Wage with Health Benefits) or \$15.8125 per hour if Health Benefits are not offered.

8.5 TAXES, CHARGES AND FEES

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

8.6 COSTS INCURRED BY BIDDERS

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

8.7 RULES; REGULATIONS; LICENSING REQUIREMENT

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

8.8 RECORDS/AUDIT

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

8.9 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, bidder agrees that it:

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

8.10 PUBLIC ENTITY CRIME INFORMATION STATEMENT

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public

building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

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

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

8.12 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

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

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

For more information on this policy and requirement, please visit the [Office of Equal Opportunity](#).

8.13 USE OF RFP REPLY IDEAS

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

8.14 E-VERIFY REQUIREMENT

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

8.15 INTENTIONALLY LEFT BLANK

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 9 – SAMPLE CONTRACT

THIS CONTRACT (“Contract”), entered into on the _____ day of _____, 20____ between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), and _____, (“Contractor”), , taken together, shall be known as “Parties”.

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

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

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be one (1) years, commencing on **October 1, 2021** and terminating on **September 30, 2022**. The Contract may be extended, upon mutual agreement of the Parties for four (4) one year periods.

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

2. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

3. CONTRACT DOCUMENTS.

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

- i. Contract;
- ii. Addenda to Bid Documents (*attach and identify by title, number and date*);
- iii. Bid Documents (*attach and identify by title, number and date*); and
- iv. Contractor’s response to Bid documents (*attach and identify by title, number and date*).

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

4. DELIVERY SCHEDULE: (*to be included for goods*)

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

A DELIVERY LOCATION:

All materials or equipment shall be bid F.O.B. Gainesville, Florida.

B. DELAY

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

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

[OR]

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

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

[OR]

4. PARAGRAPH INTENTIONALLY OMITTED.

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

5. COMPENSATION/PAYMENT.

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

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

6. INDEMNIFICATION.

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

7. ANTI-DISCRIMINATION.

CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

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

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
Professional Liability insurance	[\$contact risk] per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$1,000,000 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	. \$500,000 per occurrence combined single limit for bodily injury and property damage
. Property Damage insurance	. \$[contact risk] per occurrence combined single limit for bodily injury and property damage
Cyber Liability Coverage	\$1,000,000

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

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

9. SOVEREIGN IMMUNITY.

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

10. LIVING WAGE.

The definitions, terms and conditions of the city's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this agreement. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

[OR]

10. PARAGRAPH INTENTIONALLY OMITTED. *(if contract is for goods only)*

11. TERMINATION.

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

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

12. MULTI-YEAR CONTRACT.

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

13. INDEPENDENT CONTRACTOR.

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

14. INTELLECTUAL PROPERTY AND WORK PRODUCT.

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

15. RECORDS AND RIGHT-TO-AUDIT.

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

16. CONTRACTOR’S ASSURANCES.

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City’s sole discretion, determines that any product or services supplied pursuant to this Contract is defective or

does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

17. WARRANTY.

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

18. PUBLIC RECORDS.

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

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

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

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

19. DISPUTE RESOLUTION

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

20. ATTORNEY'S FEES AND COSTS.

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

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

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

[OR]

21. PARAGRAPH INTENTIONALLY OMITTED

22. APPLICABLE LAW AND VENUE.

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

23. DEFAULT AND REMEDIES.

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

24. NOTICES.

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

- | | |
|---------------------------------|--|
| . CITY: | . CONTRACTOR: |
| . City of Gainesville | . Insert Contractor's Information |
| . Insert Department Name | . |
| . Attn: | |
| . Insert Address | |

25. SEVERABILITY.

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

26. INTEGRATION/MERGER.

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

27. MODIFICATION AND WAIVER.

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

28. CAPTIONS AND SECTION HEADINGS.

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

29. ASSIGNMENT OF INTEREST.

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

30. SUCCESSORS AND ASSIGNS.

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

31. THIRD PARTY BENEFICIARIES.

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

32. CONSTRUCTION.

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

33. COUNTERPARTS.

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

34. EXHIBITS.

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

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

NAME OF COMPANY:

CITY OF GAINESVILLE:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

PART 10 – EXHIBITS

The following documents/forms are included in this section:

- Drug-Free Workplace Form
- Bidder Verification Form
- Reference Form

DRUG-FREE WORKPLACE FORM

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

_____ does:

(Name of Bidder)

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

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

Bidder's Signature

Date

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

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: YES NO

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

- Business Tax Receipt
- Zoning Compliance Permit

QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (Check one)

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

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

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

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

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

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

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

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

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

Bidder's Name

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

REFERENCE FORM

Name of Bidder: _____

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

#1 Year(s) services provided (i.e. 1/2015 to 12/2018): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

#2 Year(s) services provided (i.e. 1/2015 to 12/2018): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

#3 Year(s) services provided (i.e. 1/2015 to 12/2018): _____

Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

PART 11 – NO BID SURVEY

**GENERAL GOVERNMENT
PROCUREMENT DIVISION SURVEY
BID INFORMATION**

RFP #: CCLK-210044-MS

DUE DATE: June 9, 2021
@ 3:00 pm

PROPOSAL TITLE: Agenda and Meeting Management System

IF YOU DO NOT BID

Please check the appropriate or explain:

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

Bidder Name: _____

Address: _____

Are you a small business? YES NO

Are you a service-disabled veteran business? YES NO

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