

PART 1 – REQUEST FOR QUALIFICATIONS 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”. 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 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.

You are invited to a Zoom meeting.

When: Apr 22, 2022 10:30 AM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us06web.zoom.us/join/register/tZEIcOmhrz4vH90BCVUsB-FsK0Qgs1K8L9II>

After registering, you will receive a confirmation email containing information about joining the meeting.

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.

You are invited to a Zoom meeting.

When: May 6, 2022 03:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us06web.zoom.us/join/register/tZArcOytqDMtHfTVPIIZQTAmFBrZSPz-ahN>

After registering, you will receive a confirmation email containing information about joining the meeting.

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

1.3 RFQ TIME TABLE

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

RFQ available for distribution	April 8, 2022
Non-Mandatory Pre-Proposal Meeting	April 22, 2022 @ 10:30 am
Deadline for receipt of questions	April 28, 2022
Deadline for uploading of proposals	May 6, 2022 (3:00 p.m. local time)
Evaluation/Selection process	Week of May 9, 2022
Oral presentations, if conducted	Week of May 16, 2022
Projected award date	June 2, 2022
Projected contract start date	TBD

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

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 RFQ, which allows for immediate submittals to the City of Gainesville Procurement Division for the request for qualifications 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 Qualifications are included in Part 3, 3.2 Consultant 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 proposer, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

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

These criteria consider the bidder's capability to perform:

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

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

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida (if required by law).

1.7 RESPONSIVENESS OF PROPOSAL

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFQ. A responsive proposal is one which follows the requirements of the RFQ, includes all required documentation, is submitted in the format outlined in the RFQ, 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 – SCOPE OF WORK

2.1 GENERAL DESCRIPTION

The City of Gainesville (hereafter “City”) is requesting the submission of Statements of Qualifications (RFQs) from experienced consulting firms that specializes in planning, design development and operation of a Cultural Arts Center. The consulting firm will work with the City, external stakeholders and community members to create a vision for a Cultural Arts Center in East Gainesville, including an assessment of site and facility requirements commensurate with the vision.

2.2 SCOPE OF WORK

I. Overview

A. The City of Gainesville

The City of Gainesville is the most populous city in, and serves as the county seat of, Alachua County. The City also serves as the cultural, educational and commercial center for the North Central Florida region. Gainesville is located midway between the Gulf of Mexico and the Atlantic Ocean and halfway between Miami and Pensacola. There are approximately sixty square miles of land included within the corporate boundaries of the City. As of April 1, 2021, the official population estimate was 143,835 (Bureau of Economic and Business Research - University of Florida, 2021).

The City of Gainesville provides its neighbors with a wide variety of public services, including but not limited to public safety, recreation and cultural events, mass transit, utility distribution, refuse collections and stormwater management services.

B. East Gainesville

The Urban Gainesville community located east of Main Street is generally the older single-family developed areas of Gainesville. Residential developments located in eastern Gainesville are vintage 1940’s – 1960’s with few exceptions. Primary roadway corridors such as Waldo Road, University Avenue/Hawthorne Road, NE 16th Avenue, and NW 23rd Avenue offer land use and zoning designations for non-residential uses. Even so there are pockets of residential areas along these corridors as well. Institutional uses also characterize eastern Gainesville with the Airport, Tacachale Center, parks, schools, government facilities (Alachua County Health Department and Sheriff’s Office, FDOT, etc.) and churches. Otherwise, the balance of developed areas of eastern Gainesville is primarily single-family residential.

Non-residential and institutional uses tend to be older facilities, more local (mom and pop establishments) versus national brand and are limited in quantity and variety. Commercial retail east of Main Street and within the urban area tends to be characterized by convenience stores, beverage stores, locally owned restaurants with some national chain facilities, gas stations, and industrial. Wal-Mart and Walgreens stand out since there are no other grocery/retail or retail/drug stores in this area of the City.

The demographics east of Main Street can be summarized as:

- Population: 18,000
 - Race breakdown: 42.5% White, 40.7% Black or African American, 4.6% Asian, 3.7% Other, and 8.5% Two or More Races
- Daytime population: 23,000 (with half of downtown Gainesville included)
- Approximately 8,000 household units
 - Occupancy breakdown: 52% owner-occupied, 37% rental, 11% vacant
- Home value median price: \$141,000
- Per capita income: \$23,000
- Average Household Income: \$57,000

C. Cultural Arts Center

Cultural Arts Centers are community centers that offer artistic experiences, programs and events to cultivate audience engagement, arts education and cultural connections. The arts education provided is related to the

cultures present in the community and features education led by arts educators that have an understanding of the community and its needs. These centers can provide an opportunity for arts engagement through performances, exhibitions and events, as well as classes and programs, often led by featured local artists. Types of programs offered are contingent upon the community and shaped by the demographics around the area of operation.

Cultural Arts Centers have a primary mission to lift the quality of life of a community and their audiences by presenting diverse cultural experiences, providing of educational opportunities and cultivating an appreciation of the arts and the skills of program participants. Cultural Arts Center youth programming has been known to offer benefits that are associated with both a decrease in youth violence and an increase in marketable career skills. In addition, there are examples from other communities that demonstrate that programming done through Cultural Arts Centers has been shown to reduce factors that elevate risk for violence and poverty. Arts education promotes the qualities of teamwork, commitment to studies, pride of cultural heritage and creative problem-solving.

There are currently no comprehensively staffed and programmed Cultural Arts Centers in the City of Gainesville. The Parks Recreation & Cultural Affairs Department however, operates the Historic Thomas Center with its event spaces and galleries, the small A. Quinn Jones Museum & Cultural Center which is located in a historic house, and the downtown Bo Diddley Plaza outdoor performance space, as well as the Cultural Arts Coalition, a non-profit that operates in the Wilhelmina Johnson Center. The Porter's Community Center offers various programs and initiatives like the Summer Block Party and community garden but does not offer scheduled arts programming. None of these spaces are in what is considered East Gainesville.

Access to cultural experiences and a strong community of cultural organizations, artists, and institutions are critical to a community's state of wellbeing. Arts provide an opportunity for communities to gather and celebrate their identities, foster mutual understanding and empathy across diverse groups, and cultivate pride in the Gainesville community. Additionally, to achieve equitable access to the arts, it must be ensured that the arts themselves are inclusive of the diverse communities that enjoy them. This means that neighbors of all backgrounds are able to see themselves represented in the City's arts and culture.

Currently, who you are and where you live impacts your experience of the City's arts and cultural programs. Black artists and artists of color are less likely to be featured in City programs, and residents of color and low-income residents are less likely to have access to City events. In the community's cultural sector, the percentage of organizations operated by and serving the Black community do not reflect the demographic makeup of the City. As an example, out of the 70 cultural agencies used in the development of the Arts and Economic Prosperity 5 study for Alachua County in 2016 only five were run by Black neighbors and had a large Black audience as their base. Since that date only a handful have been added to the list.

Multiple factors make the City's existing arts and cultural programming not accessible to residents, including artists, of color. City grants programs have historically funded arts organizations that largely serve White audiences, due to the extensive applications processes that discourage low-resource organizations from participating in City opportunities. The City lacks relationships between organizations serving artists and residents of color, who may be able to share information regarding City grant opportunities and programming, or give feedback to the City from neighbors of color to make sure that programming is reflective of their culture and identity. Lastly, City cultural programming has tended to be "Downtown centric" and has not reached throughout the City, particularly into communities of color.

II. Scope of Work

The City is seeking an experienced consulting firm that specializes in planning, design development and operation of a Cultural Arts Center. The consulting firm will work with the City, external stakeholders and community members to create a vision for a Cultural Arts Center in East Gainesville, including an assessment of site and facility requirements commensurate with the vision.

A. Desired Skills

To carry out the visioning and feasibility study for a Cultural Arts Center in East Gainesville, the City desires the following knowledge, skills and abilities:

- Professional experience with vision planning and feasibility studies for the planning, design development and operations of a Cultural Arts Center.
- Professional experience with large and small group facilitation, conducting presentations and consensus building with a wide-range of stakeholders and use of modern engagement techniques to solicit and synthesize stakeholder input.
- Professional experience with the design, operations, and/or management of a Cultural Arts Center.
- The ability to conduct visual concept modeling reflecting the outcomes of visioning and related facility/site feasibility assessments. The consulting firm must be able to work collaboratively with City staff to fulfill the overall objectives of the project.

B. Deliverables

Produce a final report detailing:

- Cultural Asset Mapping: Working with City staff and community stakeholders to map cultural resources relevant to the needs of the population in the general vicinity of the Cultural Arts Center. Including:
 - Examination of existing and planned cultural facilities and attractions in within a 300-mile radius of East Gainesville, FL and specifically in the counties with similar population demographics and identifying the most useful and relevant features of those facilities and attractions that can inform the City's planning for a Cultural Arts Center. Site visits will be required.
 - Providing available visitation and attendance numbers for the facilities/attractions in the region broken down by locals and visitors.
 - Discuss relevant program components for these facilities that may be similar to those proposed for the Cultural Arts Center. Indicate whether the Cultural Arts Center would operate in a complementary or competitive fashion with the other facilities. Where applicable, cite recent existing surveys or preference studies prepared by other parties that are relevant to East Gainesville, FL cultural facilities and attractions.
- Best Practice/Case Study Research: Identifying and compiling information on relevant best practices for the development and operation of cultural-heritage and museum facilities.
 - Identify at least three United States communities of similar size and character to the area of East Gainesville. Identify, in comparative terms, if these locales are underserved or saturated with cultural facilities. Describe the economic or social indicators specific to the focused-on region that would provide insights as to the kind of Cultural Arts Center that would be most effective for East Gainesville. For example, what revenue sources did these comparable communities rely upon for the design, construction and operation of their cultural facilities. What cultural, community and social needs are being addressed by these facilities? How effective are they in accomplishing this? Describe the gaps in cultural programming and how the cultural facilities were designed to address those gaps.
- Education: Developing and conducting educational presentation(s) on key features and requirements for the successful development and operation of a Cultural Arts Center. At a minimum, the following should be considered in forming the content of the educational presentation.
 - Operations – governance, organizational and staffing structure, programming, costs and financing.
 - Facility Development and Maintenance – site acquisition, design, construction and financing.
 - Case Studies – overview of relevant case examples.
- Synthesize Community/Stakeholder Input: Identifying common themes from an analysis of community and stakeholder input and facilitating consensus on a conceptual operational vision for the Cultural Arts Center in East Gainesville. In collaboration with City staff, facilitate visioning session(s) with stakeholders to reach consensus on this vision.

- Assess through engagement with the stakeholders areas of importance and issues of concern, including but not limited to: location; culturally appropriate stewardship of items; activities to be hosted at the Cultural Arts Center.
- Work with City staff to manage community expectations so that the vision is practical and achievable.
- Facility-Space and Site Needs Assessment: Identifying facility-space and site needs based on the conceptual operational vision for the Cultural Arts Center.
 - Based upon the specific space needs of different program components, identify an overall facility size for the building and grounds. Provide this information in narrative and tabular format with areas broken down for each program component.
 - The City has identified a potential site for a Cultural Arts Center located at Duval Early Learning Academy (2106 NE 8th Ave, Gainesville, FL 32641). Perform preliminary analysis to determine feasibility of this site relative to the operational vision and space needs.
- Cost Analysis:
 - Renovation/New Construction: Provide an estimate of Cultural Arts Center renovation and/or construction costs. This should be provided for a minimum of three development scenarios. The scenarios may include multiple phases on one site and/or scenarios for multiple sites.
 - Operational: Prepare a five-year forecast about programming and operating expenses and revenues. The forecast should be specific to different program components and facility maintenance and provide enough detail about assumptions used to provide an understanding of how different forecasted expenses and revenues were developed. Also, provide recommendations for the costs and phase-in of staff during construction and prior to opening.
- Impact: Identify the economic and social impact of the Cultural Arts Center to City and the immediate and regional location of the selected site. Identify how the Cultural Arts Center can fill a role not presently being served and if applicable, how it can complement other facilities providing similar amenities. Describe the impact of the Cultural Arts Center as contributing to public policy goals and provide a case statement that can help build local public support for the Cultural Arts Center both in the development and operating stages.
- Conceptual Site Plan: Based on the information above, prepare a conceptual site plan and sample renderings based on relevant information of various Cultural Arts Centers in the United States.
- Next Steps: Present the next steps that the City should pursue to develop the Cultural Arts Center. Provide these steps in a critical path and timeline format.

III. Timeline for implementation

Below are project activities and key milestones with anticipated timeframes that the consulting firm will be expected to meet. Please note that this project timeline is subject to change and respondents may comment on the feasibility of the timeline, proposing alternatives. It is important to note that time is of the essence.

Project Activities and Key Milestones	Timeframe:
Clarify scope of project with City staff and stakeholders.	2 months
Conduct education sessions on best practices for the design, construction, operation, and management of a Cultural Arts Center.	6 months
Facilitate visioning process with City staff by building consensus.	3 months
Publish Vision Report compiling all background information guiding the analysis, information on key deliverables and the community's vision for the operations of Cultural Arts Center with general cost assumptions.	Early 2023

The selected consulting firm will work closely with an assigned Project Manager from the City Manager's Office to ensure the project stays in scope and on time. The City Manager's Office will work in conjunction with industry experts, local partners and other stakeholders in the area of Cultural Arts Centers and topics such as embracing and supporting underserved communities.

The consulting firm will be expected to participate in project-related conference calls for planning and updating purposes. Additionally, the consulting firm will be expected to communicate the status of the project to City staff and other relevant key stakeholders on a weekly basis.

2.3 BIDDER MINIMUM QUALIFICATIONS

- Demonstrated knowledge of Gainesville or a process to reach an understanding of it.
- Demonstrated and applicable experience in:
 - i. Creating strategy and implementation plans for municipalities or other public agencies;
 - ii. Engaging diverse communities thoughtfully in a public process;
 - iii. Leading, coordinating, and facilitating complex public engagement processes, including management of multiple stakeholder committees;
 - iv. Devising and executing a communications strategy for cultural planning; and
 - v. Building an accountable implementation and funding plan.
- Bidder shall demonstrate that it has experience in planning, design development and operation of a Cultural Arts Center. The bidder shall have at least seven (7) years experience in this field.
- Bidder shall demonstrate personnel and equipment support necessary for the completion of the requested surveying and engineering services in a timely and efficient manner.
- Bidder shall demonstrate that it complies with all applicable State and Federal professional licensing laws.
- By submitting the Statement of Qualifications, the bidder certifies that it has fully read and understands the RFQ and has full knowledge of general scope, nature, and quality of the work to be performed, the general requirements of the services to be provided, and the conditions under which the services are to be performed.

2.4 CITY RESPONSIBILITY

The City will be responsible to the selected bidder(s) for the following tasks:

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

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PART 3 – PRICE PROPOSAL

3.1 Price Proposal

A. A proposed budget and narrative with estimated costs (1-page maximum):

- Please include a breakdown of costs for the project activities and key milestones highlighted in the project timeline section.

Also include other relevant costs that are needed to complete the project (i.e. personnel/labor, material development, printing, mileage, parking).

This document should be in a self-contained separate document included with the submission. It will not be used for evaluative purposes, but will be used if a contract is awarded.

NOTE: If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. 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. Travel and administrative costs should be identified in the Price Proposal.

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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 STATEMENT OF QUALIFICATIONS FORMAT

- Project Understanding and Approach: Describe your understanding of the objectives and scope of the requested services and your general approach to such. Include a general time frame for being able to respond to City requests for specific project proposals.
- Proposed Project Staff: Identify the key personnel who will be directly assigned to this project. State the qualifications and related experience of each member of the proposed project team of engineers and surveyors. Provide a resume for each team member for the project.
- Qualifications of Firm: Provide pertinent information about the firm and related experience with similar projects. In addition, the firm should identify its total number of technical and professional personnel by discipline and training and further describe the total workload during the project period. Indicate what resources (professional and technical time) the firm would have available to allocate to the project.

4.2 CONTENT OF PROPOSAL

The Contents of the Proposal should include:

B. Table of Contents

Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

C. Introduction

An introductory letter indicating name of firm, contact person, phone, e-mail, type of business entity, and a short statement summarizing the strengths of the firm/team as it relates to the Project. (2-page maximum)

D. Minimum Qualification

Address each Minimum Qualification.

E. Experience

A description of the firm's relevant experience and capabilities must be provided with a description of three comparable culturally sensitive projects conducted in the past seven (7) years describing the scope of services provided and the outcome. Current contact information for a project manager or individual familiar with at least one project must be included. Also identify the firm's experience working for local governments. (2-page maximum)

F. Project Team

Project team organizational diagram, names and resumes of team members including those consultants who will manage and perform the work. The Project Manager and team members must be clearly identified along with each individual's contribution of time to this Project. A statement of each team member's availability during the contract period toward the Project must be provided. (2-page maximum)

G. Work Plan

A clear description of how the consultant will complete the scope of services and the format to be used for communication and presentation. This should include but not be limited to:

- Description of base information needed and provided for the completion of the Project.
- A description of the specific approach to efficiently manage the Project and the strategy used to establish priorities, managing conflicting opinions and obtaining consensus.
- A timeline that illustrates key milestones and deliverables from the time of contract award to Project completion.

H. A proposed budget and narrative with estimated costs (1-page maximum):

- Please include a breakdown of costs for the project activities and key milestones highlighted in the project timeline section.
- Also include other relevant costs that are needed to complete the project (i.e. personnel/labor, material development, printing, mileage, parking).
- This document should be in a self-contained separate document included with the submission. It will not be used for evaluative purposes, but will be used if a contract is awarded.

I. Samples of relevant work (at least three):

Include information on the projects including data on proposed and actual impact on visitor experiences (where data is available).

J. Required Documents:

- Pricing Proposal
- Drug-Free Workplace Form
- Bidder Verification Form
- Bidder's W-9
- Copy of any applicable, current licenses and/or certifications required by City/County/State
- Exceptions to the RFQ (refer to Part 4, 4.5 Exception to the RFQ)
- Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties

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.

The response 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 items 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
 - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (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 RFQ

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

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

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

4.6 ONLY ONE BID

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

4.7 FULLY INFORMED BIDDER

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

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PART 5 – EVALUATION PROCESS

5.1 EVALUATION CRITERIA

a) **Selection and Evaluation Criteria**

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

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 firm or firms will be selected from qualified businesses submitting statements as further described in Part 3, 3.1, “Statement of Qualifications Format” of this RFQ. Since this process does not involve services that would fall under CCNA, 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 proposers. During the oral presentations, the proposers shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Proposers selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a USB Flash drive.
3. The final ranking of proposers will be in accordance with the procedures described in the City’s [Professional Services Evaluation Handbook](#).
4. If required, the final ranking of proposers will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked proposer.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer. Should the City be unable to negotiate a satisfactory contract with the top ranked proposer, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated. Should the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City shall reject the bid and may seek to re-solicit responses in the future.

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PART 7 – AWARD

7.1 TIE BIDS

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

7.2 DRUG-FREE WORKPLACE

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

7.3 CONTRACT TERMS AND CONDITIONS

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

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

7.4 CONTRACT AWARD

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

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 RFQ specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

7.7 RFQ 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 RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in the proposals received as a result of this RFQ. See Section 41-444 [Financial Services Procedures Manual](#).

PART 8 – GENERAL INFORMATION

8.1 REIMBURSABLES

If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. 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. Travel and administrative costs should be identified in the Price Proposal.

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 RFQ 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: [Municiple 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 Equity and Inclusion](#) 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 Equity and Inclusion](#) 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 \$14.25 per hour (Living Wage with Health Benefits) or \$16.3875 per hour if Health Benefits are not offered. The living wage for this contract will increase annually on the anniversary date of the contract at the City's prevailing living wage rate, which is updated October 1 each year.

8.5 TAXES, CHARGES AND FEES

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

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

8.7 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 Equity and Inclusion](#).

8.13 USE OF RFQ REPLY IDEAS

The City has the right to use any or all information presented in any response to the RFQ, 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

Section 448.095, Florida Statute states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. 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 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. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

8.15 INTERNATIONAL PROPOSER REQUIREMENTS

The City is unable to send ACH payments to international banks. Therefore, ACH payments will only be made to U.S.A. banks. Additionally, the international company must be from a country that has a tax treaty with the U.S.A. International proposers must agree to these requirements and provide proof of same should they receive an award recommendation.

8.16 SPECIALITY FUNDING, IF APPLICABLE

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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 effective on **insert date** and shall expire **insert date**, unless otherwise terminated pursuant to this Contract.

AND In some instances

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

2. SCOPE OF SERVICES.

Planning, design development and operation of a Cultural Arts Center. The consulting firm will work with the City, external stakeholders and community members to create a vision for a Cultural Arts Center in East Gainesville, including an assessment of site and facility requirements commensurate with the vision, 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. Contractor will be paid electronically as an electronic funds transfer (EFT).

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	.\$[contact risk] per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	.\$[contact risk] per occurrence combined single limit for bodily injury and property damage
Property Damage insurance	.\$[contact risk] per occurrence combined single limit for bodily injury and property damage

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

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

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 4 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:

City of Gainesville
Insert Department Name
Attn:
Insert Address

CONTRACTOR:

Insert Contractor's Information

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 Proposer)

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

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

Bidder's Signature

Date

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

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: YES NO

A copy of your **Business Tax Receipt** must be included in your submission if you are requesting Local Preference:

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**

RFQ #: CMGR-220052-DH

DUE DATE: May 6, 2022
@ 3:00 pm

PROPOSAL TITLE: Planning, Design Development and Operation of a Cultural Arts Center

IF YOU DO NOT BID

If you choose to not bid, please complete this form, and either upload it into DemandStar.com or email to the procurement specialist. Your responses will assist the City in developing future solicitations, your responses will remain anonymous and will be aggregated into a spreadsheet for analysis purposes only.

Check the appropriate responses and provide additional information that may help the City develop future solicitations.

- 1. _____ The solicitation time-frame was too short
- 2. _____ My company did not learn of this solicitation until it was too late to develop a response
- 3. _____ My company's work load did not allow time to develop a submittal
- 4. _____ If awarded, my company's work load could not support this project
- 5. _____ Specifications were not clear
- 6. _____ My company does not handle this type of work
- 7. _____ My company does not submit responses to Municipalities
- 8. _____ Have experienced delays in payments from Government agencies in the past
- 9. _____ Is there anything the City could have done differently in the solicitation package to prompt your company to submit a proposal?
Explain: _____
- 10. _____ If the City were to rebid this solicitation, would your company be interested in responding?
- 11. _____ Please provide any additional information regarding this solicitation that may help us develop our next steps in fulfilling the City's needs for this project.

Bidder Name: _____

Address:

Is your company a certified City of Gainesville small business? YES NO

Is your company a certified City of Gainesville service-disabled veteran business? YES NO