



## ADDENDUM NO.5

Date: September 2, 2021  
Bid Date: September 7, 2021, at 3:00 P.M. (Local Time)

Bid Name Ironwood Golf Grounds  
Maintenance  
Bid No.: RECI-220003-DM

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

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

1. Please find attached:
  - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).

The following are answers/clarifications to questions received:

2. Question: Section VI – Technical Specifications - Page 14, Please clarify how you want us to address the “Options” under Overseeding/Resodding Guidelines. Are you asking us to price all three together in our final price or will this work be done outside of the base pricing so the City and contractor can choose which Options(s) to implement? Or do you want three separate final prices depending on which option is implemented.

Answer: One of those options needs to be done during the year as a part of the contractors price (so included in the amount of the bid). The decision will be discussed between the company and the golf course manager and one of the options will be chosen on how to proceed with the maintenance throughout the year.

3. Question: Does the City have any equipment on site that can be used?

Answer: All the equipment is provided by the contractor – Ironwood just built a new \$100K maintenance building with space for an office, breakroom/ locker room, and mechanics work space.

4. Question: How is the maintenance shop equipped? Compressors, lifts, work benches etc.

Answer: The building will be an empty slate, the contractor can equip it as they please.

Please pay close attention to the bid document specifications **ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 5 by his or her signature below, and a copy of this Addendum to be returned with proposal.**

**CERTIFICATION BY PROPOSER**

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

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF \_\_\_\_\_  
GAINESVILLE

FINANCIAL SERVICES  
PROCEDURES MANUAL

**41-423      Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the blackout period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.



## ADDENDUM NO.4

Date: August 31, 2021  
Bid Date: September 7, 2021, at 3:00 P.M. (Local Time)

Bid Name Ironwood Golf Grounds  
Maintenance  
Bid No.: RECI-220003-DM

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

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

1. Please find attached:
  - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).

The following are answers/clarifications to questions received:

2. Question: Are any of the utility costs required to be paid by the contractor in this RFP? If so, what is the estimate annual cost of utilities?  
  
Answer: Ironwood pays the electric for that building but they must pay the internet and phone service (currently ATT). I'm not sure what that cost would be monthly, would just assume it could fluctuate on what company they use for that service.

Please pay close attention to the bid document specifications **ACKNOWLEDGMENT**: Each Proposer shall acknowledge receipt of this Addendum No. 4 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

**CERTIFICATION BY PROPOSER**

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

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF \_\_\_\_\_  
GAINESVILLE

FINANCIAL SERVICES  
PROCEDURES MANUAL

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## ADDENDUM NO.3

Date: August 30, 2021  
Bid Date: September 7, 2021, at 3:00 P.M. (Local Time)

Bid Name Ironwood Golf Grounds  
Maintenance  
Bid No.: RECI-220003-DM

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

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 5:00 p.m.(local time), August 24, 2021. Questions may be submitted as follows:  
Email: [mcphalldt@cityofgainesville.org](mailto:mcphalldt@cityofgainesville.org)
2. Please find attached:
  - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).

The following are answers/clarifications to questions received:

3. Question: What is the current golf maintenance budget?

Answer: We are currently pay \$47,000.00 dollars a month.

4. Question: Are you satisfied with you current conditions provided by ABM?

Answer: Yes, ABM does a nice job handling everything at the golf course and works well with the golf course manager to make any corrections to maintenance plans, etc.

5. Question: I would like to visit the golf course in preparation for the above mentioned RFP and will need a golf cart to tour the course. Who should I call to schedule a visit or should I just show up?

Answer: Please just come out during normal business hours and say that you looking to take a tour to bid on the project. We will make sure you have access to the course.

Please pay close attention to the bid document specifications ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

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

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



CITY OF \_\_\_\_\_  
GAINESVILLE

FINANCIAL SERVICES  
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## ADDENDUM NO.2

Date: August 11, 2021  
Bid Date: September 7, 2021, at 3:00 P.M. (Local Time)

Bid Name Ironwood Golf Grounds  
Maintenance  
Bid No.: RECI-220003-DM

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

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 5:00 p.m.(local time), August 24, 2021. Questions may be submitted as follows:  
Email: [mcphalldt@cityofgainesville.org](mailto:mcphalldt@cityofgainesville.org)
2. Please find attached:
  - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).

**The following are answers /clarifications to questions received.**

3. Question: I would like to receive a copy of the past RFP for Ironwood Golf Course to compare specs against the current RFP for Ironwood Golf Course.

Answer: Please see attached.

4. **Bid Opening Information, Attendance is NOT mandatory Tuesday September 7, 2021 at 3:00 p.m**

Join Zoom Meeting

<https://us06web.zoom.us/j/7249913957?pwd=Ym1Fd0dhV2ZSS0xlQ1IKTGVmOFFjZz09>

Meeting ID: 724 991 3957

Passcode: jGx318

One tap mobile

+13126266799,,7249913957#,,,,\*409140# US (Chicago)

+16465588656,,7249913957#,,,,\*409140# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

+1 253 215 8782 US (Tacoma)

Meeting ID: 724 991 3957

Passcode: 409140

Find your local number: <https://us06web.zoom.us/j/7249913957?pwd=Ym1Fd0dhV2ZSS0xlQ1IKTGVmOFFjZz09>

Please pay close attention to the bid document specifications **ACKNOWLEDGMENT**: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

**CERTIFICATION BY PROPOSER**

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

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF \_\_\_\_\_  
GAINESVILLE

FINANCIAL SERVICES  
PROCEDURES MANUAL

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**Issue Date: June 5, 2013**

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

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

**REQUEST FOR PROPOSAL**

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

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

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

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

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

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

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

**June 5, 2013**

**A. INTRODUCTION/BACKGROUND**

INTRODUCTION

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

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

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

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

PURPOSE

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

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



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

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

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

#### PROGRAM GOALS AND POLICY OBJECTIVES

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

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

#### SCOPE OF SERVICES

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

#### BACKGROUND

City of Gainesville

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

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

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

Ironwood Golf Course

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

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

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

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

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

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

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

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

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

**B. RFP TIME TABLE**

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

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

**C. PROPOSAL SUBMISSION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Mandatory Blackout Period**

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

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

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

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

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

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

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

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

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

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

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

**I. COSTS INCURRED BY BIDDERS**

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

**J. COMPENSATION PROPOSAL/FINANCIAL REQUISITES**

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

**K. ORAL PRESENTATION**

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

**L. EXCEPTION TO THE RFP**

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

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

**M. PROPRIETARY/CONFIDENTIAL INFORMATION**

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

## **N. QUALIFICATIONS OF BIDDERS**

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

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

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

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

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

## **O. NEGOTIATIONS**

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

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

## **P. RIGHTS OF APPEAL**

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

## **Q. RULES; REGULATIONS; LICENSING REQUIREMENT**

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

## **R. REVIEW OF PROPOSALS**

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

## **S. LOCAL SMALL BUSINESS PARTICIPATION**

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

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

## **T. LIVING WAGE**

This contract is a covered service.

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

If applicable, the adjusted Living Wage for this contract will be \$11.3221 per hour (Living Wage with Health Benefits) or \$12.57 per hour if Health Benefits are not offered.



If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached, prior to the City executing the contract. Once executed, such certification will become part of the contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

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

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

#### **U. LOCAL PREFERENCE**

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

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

#### **V. RECORDS/AUDIT**

If awarded this contract, the Full Service Management contractor or the Golf course maintenance-only contractor shall be considered to be acting on behalf of the City of Gainesville. Accordingly, all records of either contractor as they relate to the Full Service Management or maintenance of Ironwood are public records under the Florida Constitution

and Chapter 119, Florida Statutes. Contractor shall provide copies relating to the Full Service Management or maintenance of Ironwood for retention and inspection by the public in conformance with the Florida Public Records law.

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

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

**X. DISCRIMINATION PROHIBITION**

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

## SECTION II – SCOPE OF SERVICES

### A. FULL- SERVICE MANAGEMENT CONTRACT

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

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

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

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

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

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

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

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

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

### 3. Capital Improvements

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

### 4. Alcohol Sales

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

### 5. Management Fee for Operations

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

### 6. Term of Agreement

The term of the Agreement shall begin on an agreed-upon date, no later than 06/05/2013 and shall end on the fourth anniversary of the start date unless terminated by the City prior

to that date. The contract may be renewed for two (2) additional four (4) year periods at the City's sole discretion.

7. Performance Bond

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

8. Taxes

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

9. Termination for Convenience

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

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

10. Termination for Cause

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

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

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

Company and the City, the Full Service Management Company shall be responsible for paying the difference to the City. The obligation for payment shall survive termination of the Agreement.

## 11. BANKRUPTCY

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

## 12. City retains responsibility for the following:

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

## B. GOLF COURSE MAINTENANCE-ONLY CONTRACT

### 1. RESPONSIBILITIES

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

The services to be performed under this agreement will consist of, but not necessarily be limited to, furnishing all labor, materials, tools, equipment, expertise, supplies, bonds,

insurance, licenses, permits, and performing all tasks necessary for complete year- round golf course maintenance of the 18 hole Ironwood Golf Course and related facilities.

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

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



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

### 3. Capital Improvements

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

### 4. SUPERVISION

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

### 5. PROFESSIONAL EXPERTISE

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

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

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

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

#### 6. WORK HOURS

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

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

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

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

#### 7. EVALUATION OF OPERATIONS

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

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

#### 8. MISCELLANEOUS PROVISIONS

The Maintenance Superintendent employed by the contractor will routinely check the Golf Course Manager's office at least twice daily to pick up any service slips for areas requiring special attention. Compliance with these service requests shall be as prompt as possible. Service request slips will be furnished by the city. Prior to the first tee time, the superintendent or his designee will contact pro shop personnel as to course conditions and make a suggested cart ruling.

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

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

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

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

#### 9. EMERGENCY MAINTENANCE

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

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

Golf Course property when advance warning of hurricane or other natural disaster is given.

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

10. Fee for Maintenance

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

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

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

11. Term of Agreement

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

12. Performance Bond

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

13. Termination for Convenience

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

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

14. Termination for Cause

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

- Consistent inability to close the City's operating cost recovery deficit for Ironwood;
- Persistent or repeated failure to meet the performance standards for the facility;

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

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

#### 9. BANKRUPTCY

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

#### 10. CITY'S REPRESENTATIVE

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

#### 11. CONTRACTOR'S REPRESENTATIVE

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

#### 12. The city will be responsible for utilities used in conjunction with irrigation and other facilities.

13. City shall be responsible for structural repairs of fixed assets including building repair, pump and well repair (excluding irrigation system).

## **SECTION III – PROPOSAL FORMAT**

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

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

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

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

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents. Information that is claimed to be confidential is to be identified after the Title Page and before the Table of Contents.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

The price proposal is a presentation of the bidder's total offering price including the cost for providing each component of the required goods or services. Bidders should indicate the dollar amount which will be attributed to each sub-contractor, if any.

A. Full Service Management Option –

Fee Offer

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

B. Golf Course Maintenance-only Option –

Fee Offer

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

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

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

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

### **A. SELECTION PROCESS**

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

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

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

### **B. WEIGHTED CRITERIA**

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

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

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

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

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

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

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

## 2. MAINTENANCE-ONLY OPTION

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

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

## SECTION V – GENERAL PROVISIONS

### A. CONTRACT AWARD

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

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

### B. GENERAL TERMS AND CONDITIONS

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

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

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

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



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

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

#### Liquor Liability Insurance

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

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

## SECTION VI – TECHNICAL SPECIFICATIONS

### GOLF COURSE MAINTENANCE GUIDELINES

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

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

#### 1. Mowing Guidelines:

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

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

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

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

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

#### 2. Aeration Guidelines:

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

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

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

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

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

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

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

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

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

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

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

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

**7. Bunker Maintenance Guidelines:**

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

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

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

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

**8. Equipment Repair Maintenance Guidelines:**

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

**9. Irrigation Guidelines:**

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

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

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

**10. Integrated Pest Management Guidelines:**

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

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

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

**11. Other Maintenance/Service:**

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

**12. Trash and Debris Removal:**

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

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

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

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

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

**15. Cart Path Maintenance:**

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

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

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

**17. Landscape Beds Maintenance:**

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

**18. Buildings:**

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

## DRUG-FREE WORKPLACE FORM

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

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

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

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

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

Bidder's Signature

Date

## DEBARRED AND SUSPENDED BIDDERS: BREACH OF CONTRACT

1. Scope.

This policy prescribes policies and procedures relating to:

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

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

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

Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.

  - (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
  - (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with

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

5. Causes and Conditions Applicable to Determination of Debarment.

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

(a) Causes

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

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

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

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

serious as to justify debarment action:

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

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

(5) Debarment by any other governmental agency.

(b) Conditions.

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

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

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

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

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

5.1 Period of Debarment.

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



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

6. Suspension of Bidders.

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

6.1 Causes and Conditions Under Which the City May Suspend Contractors

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

6.2 Period of Suspension.

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

7. Scope of Debarment or Suspension.

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

8. Notice of Debarment or Suspension.

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

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

9. Response to Notice of Debarment or Suspension.

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

10. Rejection of Bids, Breach of Contract.

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

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

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

## ARTICLE X. LOCAL PREFERENCE POLICY\*

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

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

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

(Ord. No. 001261, § 1, 3-29-

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

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

(Ord. No. 001261, § 2, 3-29-04)

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

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

(Ord. No. 001261, § 3, 3-29-04)

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

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

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

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

(Ord. No. 001261, § 4, 3-29-04)

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

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

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(Ord. No. 001261, § 5, 3-29-04)

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

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

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

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

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

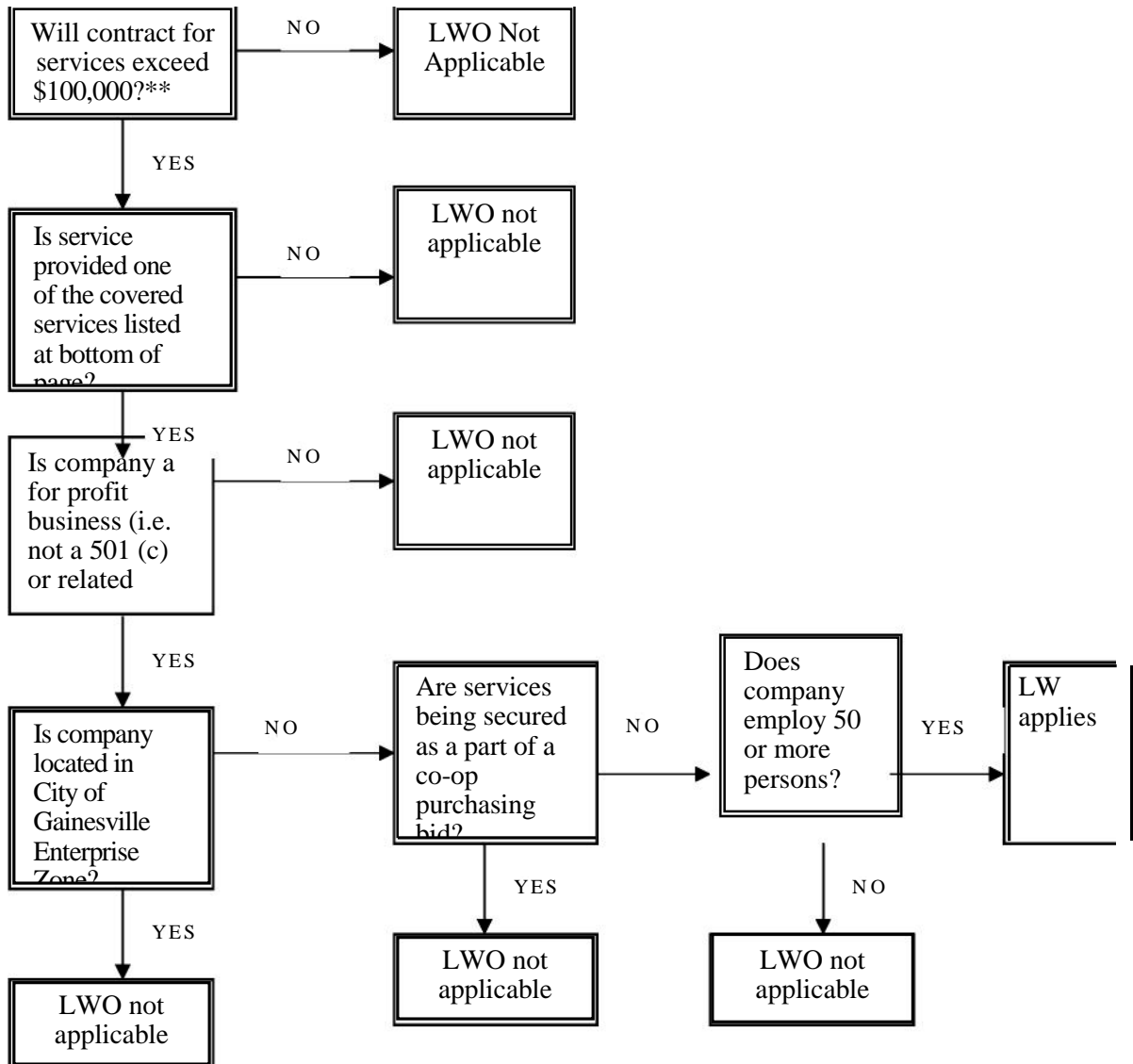
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## LIVING WAGE DECISION TREE

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



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



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

Check one:

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

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

PURCHASING DIVISION SURVEY

BID #: RECI-130046-FB

DUE DATE:

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

IF YOU DO NOT BID

Please check the appropriate or explain:

1. Not enough bid response time.

\_\_\_\_\_ 2. Specifications not clear.

\_\_\_\_\_ 3. Do not submit bids to Municipalities.

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

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

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

Address:

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

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

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



## ADDENDUM NO.1

Date: August 9, 2021  
Bid Date: September 7, 2021, at 3:00 P.M. (Local Time)

Bid Name Ironwood Golf Grounds  
Maintenance  
Bid No.: RECI-220003-DM

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

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 5:00 p.m.(local time), August 24, 2021. Questions may be submitted as follows:  
Email: [mcphalldt@cityofgainesville.org](mailto:mcphalldt@cityofgainesville.org)
2. Please find attached:
  - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).
3. Please note new proposed contract start date, the project has amended the contract start date from ~~October 4, 2021~~ to new date of **April 21, 2022**.

Please pay close attention to the bid document specifications **ACKNOWLEDGMENT**: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

### CERTIFICATION BY PROPOSER

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

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF \_\_\_\_\_  
GAINESVILLE

FINANCIAL SERVICES  
PROCEDURES MANUAL

**41-423      Prohibition of lobbying in procurement matters**

Except as expressly set forth in Resolution 060732, Section 10, during the blackout period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

# BID COVER

**Procurement Division**

(352) 334-5021(main)

Issue Date: August 3, 2021



## REQUEST FOR PROPOSAL: # RECI-22003-DM Ironwood Golf Grounds Maintenance

PRE-PROPOSAL MEETING:  Non-Mandatory  Mandatory  N/A  Includes Site Visit  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
LOCATION: \_\_\_\_\_

QUESTION SUBMITTAL DUE DATE: August 24, 2021 5:00p.m.

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

**DUE DATE FOR UPLOADING PROPOSAL:** September 7, 2021 3:00pm

### SUMMARY OF SCOPE OF WORK:

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

For questions relating to this solicitation, contact: [McPhalldt@cityofgainesville.org](mailto:McPhalldt@cityofgainesville.org)

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

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

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

Legal Name of Bidder: \_\_\_\_\_

DBA: \_\_\_\_\_

Authorized Representative Name/Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

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

Mailing Address (if different): \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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

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

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**SIGNER'S PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

# PART 1 – REQUEST FOR PROPOSAL INFORMATION

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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](http://www.demandstar.com)). **The City has transitioned from accepting hard (paper) copy submittals to accepting submittals through “E-Bidding” on DemandStar.com. In order to submit a bid response to this solicitation the bidder must be registered with DemandStar.**

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

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

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

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

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 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.

Join Zoom Meeting

<https://us06web.zoom.us/j/7249913957?pwd=Ym1Fd0dhV2ZSS0xlQ1IKTGVmOFFjZz09>

Meeting ID: 724 991 3957

Passcode: jGx318

One tap mobile

+13126266799,,7249913957#,,,,\*409140# US (Chicago)

+16465588656,,7249913957#,,,,\*409140# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

+1 253 215 8782 US (Tacoma)

Meeting ID: 724 991 3957

Passcode: 409140

Find your local number: <https://us06web.zoom.us/j/7249913957?pwd=Ym1Fd0dhV2ZSS0xlQ1IKTGVmOFFjZz09>

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

### 1.3 RFP TIME TABLE

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

RFP available for distribution	August 3, 2021
Deadline for receipt of questions	August 24, 2021 (5:00p.m. local time)
Deadline for uploading of proposals	September 7, 2021 (3:00 p.m. local time)
Evaluation/Selection process	Week of September 7, 2021
Oral presentations, if conducted	Week of September 13, 2021
Projected award date	September 20, 2021
Projected contract start date	October 1, 2021

All dates are subject to change. Bidders will be notified via Addendum posted in [DemandStar.com](http://DemandStar.com) in event of any schedule change.

### 1.4 PROHIBITION OF LOBBYING

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

### 1.5 CONE OF SILENCE

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

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

### 1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

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

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



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

These criteria consider the bidder's capability to perform:

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

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

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

#### **1.7 RESPONSIVENESS OF PROPOSAL**

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

## **PART 2 – PROJECT OVERVIEW**

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### **2.1 GENERAL DESCRIPTION**

It is the intent of the City of Gainesville to obtain proposals for from interested and qualified persons/companies for the maintenance of Ironwood Golf Course, located at 2100 NE 39th Avenue.

### **2.2 PROJECT SPECIFICATIONS**

## **CITY OF GAINESVILLE REQUEST FOR PROPOSALS FOR GROUNDS MAINTENANCE AT IRONWOOD GOLF COURSE**

### **SECTION I -- INTRODUCTION/BACKGROUND**

#### **INTRODUCTION**

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

#### **BACKGROUND**

Ironwood Golf Course is an 18-hole, par 72 championship course. The front nine holes of Ironwood were constructed in 1962, followed by the back nine in 1968. The course was acquired by the City of Gainesville in 1992 in an effort to preserve the golf course and its open space. A new irrigation system was added in 1994 and a new clubhouse was added in 2000. Additional renovations in the amount of \$1.3 million were completed in early fall of 2010. These additional renovations included new greens, new bunkers, new tee boxes, an additional tee box and over 10 miles of drainage. In 2018, a shade structure was built over the driving range and turf mats were added to the facility. Lights were also erected to allow the range to stay open after dark and Ironwood runs various evening specials for its patrons on the driving range. A new \$100K maintenance facility was completed in early 2021 with an office, breakroom, and mechanics room, with plenty of storage room for tools, equipment, etc.

Golf digest has named Ironwood as one of the best places to play in North Central Florida and Ironwood has been named the best local course by the Gainesville Sun's Best of the Best contest for the past 3 years. In addition Ironwood Golf Course achieved the prestigious designation as an "Audubon Cooperative Sanctuary" in July of 1999. Ironwood has maintained its Audubon status since 1999.

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

In addition to the golf course, Ironwood includes a driving range/practice amenity with a 15-station driving range, cart storage area, maintenance buildings, and clubhouse.

Ironwood is operated by the City of Gainesville as a municipal golf course. The Department of Parks, Recreation and Cultural Affairs oversees the operation of the golf facility, and the Golf Course Manager serves as the City's representative.

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

## **SECTION II – SCOPE OF SERVICES**

### **CONTRACTOR RESPONSIBILITIES**

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

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

Maintain the highest quality of maintenance possible in accordance with the specifications, and continually upgrade those areas within the golf course that may not presently meet this level of quality. Golf course maintenance contractor will be solely responsible for the appearance of the golf course and recognizes that the owner’s sizable investment in trees, turf, plants, and shrubs must be managed in accordance with the highest level of maintenance standards.

Furnish all labor and supervision to include a full-time, trained and experienced Golf Course Superintendent and a trained work force to professionally maintain and improve upon the existing golf course. Work force may include full-time and part-time employees.

Perform all normal functions which are essential to providing quality playing conditions (i.e., greens mowing, cup changing, moving tee markers, grooming, etc.). It will be the golf course maintenance contractor’s responsibility to initiate many improvements encompassing turf management, use of materials and maintenance techniques. These functions will be reviewed with the city’s representative daily, weekly, monthly and/or quarterly in order to keep the city aware of golf course maintenance contractor’s performance.

Perform all the necessary programs which are conducive to maintaining quality turf grass (i.e., fertilization, spraying, aerification, over-seeding, mowing, etc.). The ground maintenance contractor will be required to incorporate proper timing to obtain the best results from the above operations, and to alter the frequency of the operations as seasonal requirements dictate.

Provide material and labor for the repair of any damage to the city’s property that is caused by the golf course maintenance contractor in the performance of its operations. Golf course maintenance contractor will immediately notify the city of any damage caused by it in the performance of its operations. Likewise, the city is responsible for immediately notifying the golf course maintenance contractor of any alleged damage caused by the golf course maintenance contractor. Repairs will be made in a manner and time mutually agreed upon by the City and ground maintenance contractor.

The golf course maintenance contractor will have the responsibility and authority for all parts, chemicals, materials and supplies necessary for maintenance of the golf course. Repairs or expenditures in excess of \$2,500.00 must have prior written approval of the Golf Course Manager.

Ensure that all contractor's equipment is well-maintained and in good operating order. Equipment must be no more than 5 years old and a working greens mower, fairway mower, tee mower, and spray rig must be kept on site throughout the term of the contract:

Contractor's personnel should be trained in state-of-the-art golf course maintenance and such training must be kept up-to-date. City shall not be charged for this training.

Perform such additional tasks as may be required to maintain the standard of maintenance excellence specified above. Golf course maintenance contractor will frequently discuss the maintenance conditions of the Ironwood Golf Course with the Golf Course Manager.

Golf course maintenance contractor shall be responsible for purchasing all supplies necessary to maintain the Golf Course. Items include, but are not limited to, all turf maintenance related items, plants, trees, mulch, pine needles, janitorial supplies, trap sand, equipment repair, parts, gas, diesel fuel, oil, equipment, and restroom and maintenance supplies. In addition, contractor is responsible for providing fuel for the ranger carts and beverage cart.

Golf course maintenance contractor shall be responsible for all utilities charges concerning the maintenance facility operation of the golf course, telephone, water and electric.

Conform to OSHA Safety and Alachua County Environmental Protection guidelines.

### **CAPITAL IMPROVEMENTS**

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

### **SUPERVISION**

Supervision will be maintained over contractor's working personnel at golf course. Maintenance activities will be coordinated with the city's other operations; assignments will be modified when directed by the city's representative; contractor will make seasonal or other required adjustments. Contractor will ensure that all its employees are at least 18 years of age and maintain a neat and clean personal appearance at all times.

### **PROFESSIONAL EXPERTISE**

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

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

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

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

### **WORK HOURS**

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

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

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

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

### **EVALUATION OF MAINTENANCE OPERATIONS**

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

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

### **MISCELLANEOUS PROVISIONS**

The Maintenance Superintendent employed by the contractor will routinely check the Golf Course Manager's office at least twice daily to pick up any service slips for areas requiring special attention. Compliance with these service requests shall be as prompt as possible. Service request slips will be furnished by the city. Prior to the first tee time, the superintendent or his designee will contact pro shop personnel as to course conditions and make a suggested cart ruling.

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

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

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

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

### **EMERGENCY MAINTENANCE**

In the event the city at any time determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the contractor, the Director of Parks, Recreation and Cultural Affairs may, after having considered the matter, utilize his/her own work force to go on the golf course and perform such tasks as are necessary to prevent such serious harm from taking place. The costs of such preventative maintenance incurred by the city shall be itemized by the city and submitted to the contractor and offset against any future monies owed to the contractor under the terms of this agreement. In the event the itemized costs exceed future monies owed to the contractor, such overage shall be due and owing by the contractor.

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

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

### **FEES**

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

Payments will be made upon the approval of invoices submitted by the contractor in accordance with the requirements of the City's customary procedures.

The contractor shall maintain and provide to the City monthly and annual operating statements reflecting all expenditures if requested.

### **TERM OF AGREEMENT**

The term of the Agreement shall begin on October 1, 2021 and continue through September 30, 2023. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the parties may agree to extend the term of this Contract for a 12-month period with a maximum of three such extensions.

### **PERFORMANCE BOND**

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

### **TERMINATION FOR CONVENIENCE**

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

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

### **TERMINATION FOR CAUSE**

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

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

### **BANKRUPTCY**

If at any time during the term of the Agreement, there shall be filed by or against Contractor in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Contractor's property, the Agreement shall be deemed canceled and terminated prior to such filing. Contractor agrees to notify the City in writing of its intent to file for bankruptcy at least 30 days prior

to such filing. In the event of bankruptcy by the Contractor, neither the Contractor nor any person claiming through or under the Contractor by virtue of any statute or of any order of any court shall be entitled to take possession or remain in possession of Ironwood, but shall vacate and surrender Ironwood to the City.

### **CITY'S REPRESENTATIVE**

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

### **CONTRACTOR'S REPRESENTATIVE**

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

### **CITY RESPONSIBILITIES**

The City will be responsible for utilities used in conjunction with irrigation and other facilities.

City shall be responsible for structural repairs of fixed assets including building repair, pump and well repair (excluding irrigation system).

### **SECTION III – PROPOSAL FORMAT**

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

#### **TITLE PAGE**

The proposal should begin with a title page bearing the name and address of the bidder and the name and number of this RFP.

#### **TABLE OF CONTENTS**

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents. Information that is claimed to be confidential is to be identified after the Title Page and before the Table of Contents.

#### **MINIMUM QUALIFICATIONS**

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

Bidder shall certify that it has the education background and experience necessary to provide an on-going maintenance program that shall fulfill the terms and conditions of this agreement. Bidder should have at least three years proven experience in golf course grounds keeping and maintenance. Superintendent to oversee work at Ironwood and mechanics must have at least 3 years' experience in a similar environment.

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

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

A detailed resume of the experience, education, and certifications of all supervisory staff.

Detailed description of the annual course maintenance program to include type of maintenance, frequency, irrigation systems, chemical programs (i.e. herbicide, fertilizer, etc.); maintenance staffing plan (include listing of number and type of positions and a calculated total man-hours needed to accomplish maintenance objectives), equipment to be provided and used on golf course including a replacement schedule and other resources available to support the maintenance operation (i.e. testing services, agronomist, etc.). The City realizes there are many different philosophies in course maintenance. Therefore, bidders may submit proposals containing alternate guidelines as long as the alternatives insure optimum performance. The alternate guidelines must be submitted in writing on a separate sheet(s) attached to the proposal.

Additional information not specifically requested that Bidder believes to be relevant to the City's policy discussions in regard to Ironwood.

List of all equipment to be used on this project, type, age, and where it will be kept.

At least 3 references from similar jobs in the last three years.

Other Miscellaneous Required Elements. Bidder shall complete and submit the following forms (included in this request for proposal):

DRUG-FREE WORKPLACE FORM

DEBARRED AND SUSPENDED BIDDERS

ARTICLE X. LOCAL PREFERENCE POLICY

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

LIVING WAGE DECISION TREE

LIVING WAGE COMPLIANCE

CITY OF GAINESVILLE GENERAL GOVERNMENT PURCHASING DIVISION SURVEY  
BID INFORMATION

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



## **SECTION VI – TECHNICAL SPECIFICATIONS GOLF COURSE MAINTENANCE GUIDELINES**

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

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

### **Mowing Guidelines:**

Greens will be mowed every day the course is open for play at a height of cut that is acceptable to the City without causing undue stress to the turf. Typically, a cutting height between 5/32" to 1/4" will be maintained. Greens should be maintained to achieve at least a '9' "stimp meter" reading. The integrity of the original size of greens shall be maintained.

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

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

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

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

### **Aeration Guidelines:**

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

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

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

### **Verticutting/Spiking Guidelines:**

Greens will be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every two weeks during the active growing season would be considered minimal. A deeper verticutting will be accomplished following aerations in two to three directions to help promote the healing of the damage on the putting surfaces caused by aerations. Spiking of the greens will be performed regularly during the summer months to prevent algae build-up and to help maintain proper water

Tees will be vertically mowed in conjunction with the aerations services during the summer. The frequency of vertical mowing will be adjusted accordingly should the playing areas become "spongy".

Fairways and roughs will be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.

### **Topdressing Guidelines:**

Greens will be topdressed in conjunction with the verticutting/spiking and aeration operations. This will be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile. Existing profile is 315.

Greens will be topdressed every two weeks during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens will be "dusted" with topdressing.

Tees will be topdressed two times during the summer in conjunction with the aeration operations. In addition, the divots will be filled in on a weekly basis, minimally, to ensure an even playing surface.

Green sand will be made available to all three facilities during the "Season" (December 1 through May 1) for topdressing of the practice range tee and to fill sand buckets on the golf carts.

### **Fertilization Guidelines:**

Greens will be fertilized at a rate of 1.5 pounds of nitrogen per month with an analysis or ratio of N, P, & K determined by soil and tissue testing. Only "miniprill" and materials specifically used on putting surfaces will be utilized. Minor nutrients will be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.

Tees will be fertilized at a rate of one pound of nitrogen per month with a fertilizer analysis to be determined by soil testing. During overseeded months, the applications of fertilizer will be adjusted as necessary to ensure that quality teeing areas are present.

Fairways, irrigated roughs and slopes will be fertilized with 6 to 8 pounds of nitrogen annually through either granular or liquid applications that will be applied throughout the course of the year. Supplemental amounts of fertilizer will be applied to weak and thin areas. Any additional amounts of N, P, & K will be determined by soil tissue tests and adjusted accordingly.

Dolomite lime applications, in conjunction with aeration, will be used as necessary to assist in keeping the pH at a desirable level.

### **Overseeding/ Resodding Guidelines:**

#### **Option 1:**

Greens will be overseeded as needed each fall with a poa trivialis/ryegrass blend at an initial seeding rate of eighteen pounds of seed per 1,000 square feet. Additional seed will be added as necessary to ensure a good germination and juvenile development. Standard industry guidelines will be followed during this procedure.

Tees will be overseeded each fall with a perennial ryegrass blend at a seeding rate of fifteen pounds per 1,000 square feet on par 4's and par 5's and a twenty-pound per 1,000 square feet seeding rate will be utilized on par 3's. Regular seeding and sanding of divots will be performed throughout the overseeded months.

Fairways will be overseeded each fall with a perennial ryegrass blend at a seeding rate of 300 pounds per acre. Regular seeding and sanding of divots will be performed throughout the overseeded months.

Option 2: In the Spring, contractor must nematocide the golf course with 1 application of curfew

Option 3: Replace 1 green per year (sodding) with tifdwarf or diamond zoysia. This would entail cutting of old turf, rototilling, and resodding.

Contractor will work with the golf course manager to determine which option will benefit the golf course the most. City of Gainesville and Golf Course manager will have the final say on what practice will be done annually.

### **Bunker Maintenance Guidelines:**

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

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

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

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

#### **Equipment Repair Maintenance Guidelines:**

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

#### **Irrigation Guidelines:**

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

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

In order to protect the interest of both parties, Contractor will place a "Not to Exceed" of \$20,000 annually on the irrigation repairs. Contractor will track these expenses and report the account totals on a monthly basis to the City. The cost of these repairs will be in material costs only.

#### **Integrated Pest Management Guidelines:**

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

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

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

#### **Other Maintenance/Service:**

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

#### **Trash and Debris Removal:**

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

#### **Organic Materials and Tree Debris Removal:**

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

#### **Deep Rough/Natural Areas Maintenance:**

Contractor will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation and weeds. Any removal of trees greater than 2" in caliper is not the responsibility of Contractor, unless the trees are leaning at more than a 45 degree angle.

Contractor will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf courses.

**Cart Path Maintenance:**

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

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

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

**Landscape Beds Maintenance:**

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

**Buildings:**

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

## PART 3 – PRICE PROPOSAL

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### 3.1 PRICE PROPOSAL

The price proposal is a presentation of the bidder's total offering price including the cost for providing each component of the required goods or services. Bidders should indicate the dollar amount which will be attributed to each sub-contractor, if any.

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

This contract has the potential to last for five (5) years. Bid pricing shall be firm for the first two (2) years of the contract. This contract is subject to a percentage increase to the maintenance fee only annually beginning with Year Three (3) of the contract, not to exceed 3%. The increase shall be in accordance with the U.S. Bureau of Labor Statistics National Consumer Price Index (CPI), "All Urban Consumers", "U.S. All Items, 1982-84=100 – CUUR0000SA0", "Not Seasonally Adjusted" as measured for the previous 12 month period ending in May of each year. Beginning with Year Three (3) year of the contract, the City will consult the aforesaid index for the month of May and send written notice of the percentage increase by August 15, unless the data is not yet available. Should the index indicate a percentage decrease, the monthly fee will remain unchanged for that corresponding year of the contract.

## PART 4 – HOW TO SUBMIT A PROPOSAL

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

### 4.1 FORMAT OF PROPOSAL

#### a) Table of Contents

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

#### b) Technical Proposals

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

#### c) Price Proposal

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

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

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

#### d) Qualifications

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

- Bidder shall certify that it has the education background and experience necessary to provide an on-going maintenance program that shall fulfill the terms and conditions of this agreement.
- Bidder should have at least three years proven experience in golf course grounds keeping and maintenance.
- Superintendent to oversee work at Ironwood and mechanics must have at least 3 years' experience in a similar environment.

### 4.2 CONTENT OF PROPOSAL

#### Required Documents:

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

- a. RFP Cover Page
- b. Address each Minimum Qualification
- c. Provide a Statement of all Qualifications that will communicate the capabilities of the proposer to successfully complete the project
- d. Pricing Proposal
- e. Drug-Free Workplace Form
- f. Bidder Verification Form
- g. References Form
- h. Bidder's W-9
- i. Copy of any applicable, current licenses and/or certification required by City/County/State
- j. Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)
- k. A detailed resume of the experience, education, and certifications of all supervisory staff.

- l. Detailed description of the annual course maintenance program to include type of maintenance, frequency, irrigation systems, chemical programs (i.e. herbicide, fertilizer, etc.); maintenance staffing plan (include listing of number and type of positions and a calculated total man-hours needed to accomplish maintenance objectives), equipment to be provided and used on golf course including a replacement schedule and other resources available to support the maintenance operation (i.e. testing services, agronomist, etc.). The City realizes there are many different philosophies in course maintenance. Therefore, bidders may submit proposals containing alternate guidelines as long as the alternatives insure optimum performance. The alternate guidelines must be submitted in writing on a separate sheet(s) attached to the proposal.
- m. Additional information not specifically requested that Bidder believes to be relevant to the City's policy discussions in regard to Ironwood.
- n. List of all equipment to be used on this project, type, age, and where it will be kept.
- o. At least 3 references from similar jobs in the last three years.

#### 4.3 PROPOSAL SUBMISSION INSTRUCTIONS

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

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

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

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

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

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

#### 4.4 DISCLOSURE AND CONFIDENTIALITY

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

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



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

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

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

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

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

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

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

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

#### **4.5 EXCEPTION TO THE RFP**

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

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

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

#### **4.6 ONLY ONE BID**

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

**4.7 FULLY INFORMED BIDDER**

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

## PART 5 – EVALUATION PROCESS

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### 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

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

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

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## PART 7 – AWARD

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### 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; and (2) coin toss.

### 7.2 DRUG-FREE WORKPLACE

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

### 7.3 CONTRACT TERMS AND CONDITIONS

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

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

### 7.4 CONTRACT AWARD

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

### 7.5 CONTRACT

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

### 7.6 BID PROTEST

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

### 7.7 RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

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

## PART 8 – GENERAL INFORMATION

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### 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 RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. For more information on City's Local Preference Policy: [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 \$13.75 per hour (Living Wage with Health Benefits) or \$15.81 per hour if Health Benefits are not offered.

### **8.5 TAXES, CHARGES AND FEES**

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

### **8.6 COSTS INCURRED BY BIDDERS**

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

### **8.7 RULES; REGULATIONS; LICENSING REQUIREMENT**

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

### **8.8 RECORDS/AUDIT**

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

### **8.9 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED**

By submitting this proposal, bidder agrees that it:

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

### **8.10 PUBLIC ENTITY CRIME INFORMATION STATEMENT**

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

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

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

#### **8.12 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT**

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

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

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

#### **8.13 USE OF RFP REPLY IDEAS**

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

#### **8.14 E-VERIFY REQUIREMENT**

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

#### **8.15 SPECIALITY FUNDING, IF APPLICABLE INTENTIONALLY LEFT BLANK**

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**



## PART 9 – SAMPLE CONTRACT

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

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

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

### 1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be 2 year(s), commencing on **October 1, 2021** and terminating on **September 30, 2023**. The Contract may be extended, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of October 1, 2023.

### 2. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

### 3. CONTRACT DOCUMENTS.

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

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

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

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

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

#### A DELIVERY LOCATION:

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

#### B. DELAY

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

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

[OR]

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

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

[OR]

**4. PARAGRAPH INTENTIONALLY OMITTED.**

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

**5. COMPENSATION/PAYMENT.**

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

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes. 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	<b>N/A</b>
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$1,000,000 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	. \$500,000 per occurrence combined single limit for bodily injury and property damage
. Property Damage insurance	Covered above

**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.

## **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.**

## **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/RequestingPublicRecord.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.

**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**

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The following documents/forms are included in this section:

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

## DRUG-FREE WORKPLACE FORM

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

\_\_\_\_\_ does:

(Name of Bidder)

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

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

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

\_\_\_\_\_  
Date

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

# BIDDER VERIFICATION FORM

**LOCAL PREFERENCE** (Check one)

Local Preference requested:  YES  NO

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

- Business Tax Receipt
- Zoning Compliance Permit

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

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

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

**REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Printed Name/Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

# REFERENCE FORM

Name of Bidder: \_\_\_\_\_

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

---

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

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

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#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): \_\_\_\_\_

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#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): \_\_\_\_\_

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**PART 11 – NO BID SURVEY**

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**GENERAL GOVERNMENT  
PROCUREMENT DIVISION SURVEY  
BID INFORMATION**

RFP #: RECI-220003-DM

DUE DATE: September 7, 2021  
@ 3:00 pm

PROPOSAL TITLE: Ironwood Grounds Maintenance

IF YOU DO NOT BID

Please check the appropriate or explain:

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

Bidder Name: \_\_\_\_\_

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

Are you a small business?  YES  NO

Are you a service-disabled veteran business?  YES  NO

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