



**Issue Date: May 1, 2017**

*(Non) Mandatory Pre-Proposal Conference:*  
**May 15, 2017 @ 9:00 a.m.**  
**at Thomas Center**  
**302 NE 6<sup>th</sup> Ave**  
**Gainesville, Florida 32601**

**Bid Due Date: May 31, 2017 @ 3:00 p.m. local time**

**REQUEST FOR PROPOSAL**

**RFP NO. RECP-170039-DM**

**Design, Permitting, Fabrication, and Installation of Shade Structures at  
City Parks**

**Purchasing Representative:**  
**Darius McPhall**  
**Purchasing Division**  
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**City of Gainesville**  
**200 East University Avenue, Room 339 – Gainesville, Florida 32601**

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**CITY OF GAINESVILLE  
REQUEST FOR PROPOSALS FOR  
Design, Permitting, Fabrication, and  
Installation of Shade Structures at City Parks**

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

**RFP#: RECP-170039-DM**

**May 31, 2017 (Due Date)**

**A. INTRODUCTION/BACKGROUND**

The City of Gainesville (hereafter "City") is requesting proposals from qualified providers of shade structures for playgrounds or recreational areas.

**B. RFP TIME TABLE**

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

RFP available for distribution	May 1, 2017
Pre-Proposal Conference (Non-mandatory)	May 15, 2017
Deadline for receipt of questions	May 22, 2017
Deadline for receipt of proposals	May 31, 2017 (3:00 p.m. local time)
Evaluation/Selection process	Week of June 5, 2017
Oral presentations, if conducted	Week of June 19, 2017
Projected award date	July 20, 2017
Projected contract start date	TBD

**C. PROPOSAL SUBMISSION**

One original and 4 copies (a total of 5) of the complete proposal must be received by May 31, 2017 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

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 proposer's name, address, telephone number, RFP title, 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.

Proposers 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), May 31, 2017 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(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 proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

**D. [NON] MANDATORY PRE-PROPOSAL CONFERENCE**

A [non] mandatory pre-proposal conference has been scheduled for Monday 9:00a.m. on May 15, 2017 at Thomas Center 302 NE 6<sup>th</sup> Ave Gainesville, FL 32601. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project. [Failure to attend this mandatory pre-proposal conference will disqualify proposers.]

**E. CONTACT PERSON**

The contact person for this RFP is Darius McPhall at (352) 334-5021 in Purchasing. Explanation(s) desired by proposer(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 proposers, 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.

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 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.

**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 proposer'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 proposer'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. Proposers 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 proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers 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 PROPOSERS**

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

**J. ORAL PRESENTATION**

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

**K. EXCEPTION TO THE RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer 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 Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

**L. TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION**

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in section L) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section L, will be distributed to the Evaluation Committee members, City staff and City Consultants to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

## **M. QUALIFICATIONS OF PROPOSERS**

As a part of the Proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer'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 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 irresponsible or unreliable by City.

If Proposer is determined to be irresponsible or unreliable, City will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

## **N. NEGOTIATIONS**

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

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

## **O. 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 Services Procedures Manual.

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

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers 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.

## **Q. 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.

## **R. 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. A listing of qualified businesses is located on the City's website at: [http://www.cityofgainesville.org/Portals/0/eo/Small\\_SDV%20Business%20Listing%20\(1.28.16\).pdf](http://www.cityofgainesville.org/Portals/0/eo/Small_SDV%20Business%20Listing%20(1.28.16).pdf)

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.

## **S. LIVING WAGE**

- This contract is a covered service. (See Living Wage Decision Tree - Exhibit C attached hereto)  
 This contract is **not** 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/Proposers 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/proposer 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 \$11.8269 per hour (Living Wage with Health Benefits) or \$13.08 per hour if Health Benefits are not offered.

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

## **T. 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 proposer, the attached Exhibit A 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. Exhibit -A-(Attach Codified document)

**U. 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.

**V. 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.

**W. DISCRIMINATION PROHIBITION**

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

**X. ART IN PUBLIC PLACES**

In 1989, the City of Gainesville adopted an ordinance (Art in Public Places) requiring that, “each appropriation for the original construction or major renovation of a local government building which provides public access shall include an amount of at least one (1) percent of the total appropriation for the construction or major renovation of the building to be used for the acquisition of art”. Compliance with the Art in Public Places ordinance is required for this project and will require coordination between the Contractor, architect and an artist. A copy of the ordinance is available upon request.

**Y. DAVIS-BACON**

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

## **SECTION II – SCOPE OF SERVICES**

### **A. INTENT**

It is the intent of the City of Gainesville to obtain proposals for the design, permitting and installation of shade structures at City Park playgrounds.

### **B. MINIMUM REQUIREMENTS**

1. Contractor shall design, permit, fabricate, and install shade structures at the following playground sites and golf course driving range, based on the following design criteria:

- Roper Park (400 block of NE 2<sup>nd</sup> Street),
- Fred Cone Park (2841 East University Avenue),
- Cedar Grove Park (1200 NE 22<sup>nd</sup> Street),
- Porter’s Community Center (315 SW 7<sup>th</sup> Avenue),
- Rosa B. Williams/Union Academy (524 NW 1<sup>st</sup> Street),
- MLK Center ( 1028 NE 14<sup>th</sup> St),
- Cofrin Nature Park (4810 NW 8<sup>th</sup> Avenue), and
- Ironwood Golf Course (2100 NE 39<sup>th</sup> Avenue)

A. The City of Gainesville is looking for dynamic, unique designs that utilize all available resources to develop innovative park experiences that belong to Gainesville alone. Bidding firms are encouraged to gain input from companies that specialize in themed fabrication services.

B. All submittals must include:

- Shade structures that cover, at a minimum, 70% of play area, including seating space. Ironwood Golf Course design must cover 100% of the driving range hitting area in order to create a continuous and uniform appearance.
- A sketch of the proposed shade structures for each site. The sketch must include the dimensions of height, width, and length of fabric and posts, and
- A detail for in-ground installation of footers and attachment of fabric to support structure.

2. Contractor is responsible for the complete design layout, permitting application and approval process, fabrication, delivery and offloading, security and storage on site and complete installation of the shade structures.

3. Shade fabric shall be made of UV stabilized cloth material. Shade color shall be agreed upon by the City of Gainesville’s representative and selected vendor. The proposed shade fabric material specifications shall be included with the Bid Proposal.

4. Surface-mounted Steel columns shall be mounted onto new concrete footings per engineered drawings.
5. All non-galvanized steel shall be sandblasted, primed, and powder coated. The proposed coating material specifications shall be included with the Bid Proposal.
6. Contractor shall prepare all documentation and submit the applications for Building Permits from the City of Gainesville. Each shade structure will require a separate building permit. Documentation includes signed and sealed engineered drawings, internal park locations clearly indicated by each of the structures and any other supporting documents necessary to obtain building permits for the shade structures.
7. All contractors bidding this project must complete and submit the following forms, included in the bid packet:
  - References of five (5) jobs of work of similar size and scope performed within the last two (2) years,
  - a list of key staff with experience levels who will be working on the project, and
  - a brief description outlining the company history and experience.
8. The design drawings for the shade structures shall comply with all applicable sections of the Florida Building Code, 2010 edition. The shade structures shall be designed for a 75 mph wind loading with the shade canopies in place, per the Florida Building Code. The shade structure poles shall be designed as permanent structures with a wind loading of 130 mph with the canopies removed.
9. Prior to starting any fabrication, Contractor shall perform an investigation of the underground conditions at each shade structure location. City shall provide any available site plans to depict as-built infrastructure. Contractor, with City approval, shall locate column placements for each shade structure while notifying the City if there are any concerns about the ability to install the new shade structures as generally depicted in the schematic drawing. The Contractor is NOT responsible for curing underground conflicts uncovered by the subsurface investigation.
10. Contractor is responsible for saw cutting of concrete, removal of spoils, trash, and any excess materials, and must restore surface areas to stable and safe conditions. City will inspect the surface restoration work to ensure acceptable quality, appearance, and safety.
11. The City will perform all required above ground demolition, including the removal and haul-off of the existing shade structures. City will designate the work area locations adjacent for staging of materials and machinery, if needed. City will also designate pathway for vehicular traffic, trailers and rental equipment. Concrete must be pumped to areas or hand mixed at work location.

12. All steel components shall have a 10-year warranty against structural failure. All workmanship shall have a minimum 1-year performance warranty. Shade Fabric material shall have a 10-year manufacturer's warranty.
13. Construction dumpsters are not on site and must be supplied by the Contractor.
14. All surface concrete directly or indirectly disturbed by the contractor or said representatives, including suppliers, shall be fully restored by Contractor and approved by city for appearance and safety of users.
15. Shade structures shall be designed for easy installation and removal.
16. Contractor, once awarded the project, shall supply a construction schedule for delivery of materials, start of construction, duration, inspection dates, estimated completion date for project, and final walkthrough date.

## SECTION III – PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

### A. FORMAT AND CONTENTS OF PROPOSAL

#### 1. 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.

#### 2. 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 proposer deems relevant.

#### 3. Price Proposal

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

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

See Attachment #4- Price Proposal Form

#### 4. Qualifications.:

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers 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, proposers must use said format and supply said documentation.

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

### B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

- References from the past 2 years of projects similar in size and scope. (Attachment #1, Reference Form)
- Minimum 5 years experience in similar or like work. (Attachment #2, Technical Expertise and Experience Form)

## SECTION IV – EVALUATION CRITERIA AND PROCEDURES

### A. EVALUATION CRITERIA

#### 1.0 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 in four stages: Technical 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.

#### 1.1 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.

#### 1.2 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.

#### 1.3 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.

#### 1.4 Other factors

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

## **B. 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. Evaluators consisting of staff will review the written 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 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. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.
3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms 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 vendor.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of Design, Permitting, Fabrication, and Installation of Shades Structures at City Parks. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

## **SECTION V – GENERAL PROVISIONS**

### **A. CONTRACT AWARD**

The award(s), if any, shall be made to the proposer(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 proposer will designate the successful proposer 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.

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).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

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. The term of the contract will commence upon final execution and will end no later than September 30, 2017. All design, permitting, fabrication, and installation must be completed by that date. Extensions will be considered on a case by case basis, but are not guaranteed.
8. Termination. The contract will provide termination by either party without cause upon 30 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.
10. Joint Bidding/Cooperative Purchasing Agreement: All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.
11. Subcontractors. All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.
12. Florida Public Records Act  
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 PROJECT MANAGER, JOHN WEBER , 352-393-8186, [WEBERJF@CITYOFGAINESVILLE.ORG](mailto:WEBERJF@CITYOFGAINESVILLE.ORG), P.O. BOX 490 MAIL STATION 27, GAINESVILLE, FL 32627.**

## SECTION VI – TECHNICAL SPECIFICATIONS

### A. SCOPE

1. Contractor shall design, permit, fabricate, and install shade structures at the following playground sites and golf course driving range, based on the following design criteria:
  - Roper Park (400 block of NE 2<sup>nd</sup> Street),
  - Fred Cone Park (2841 East University Avenue),
  - Cedar Grove Park (1200 NE 22<sup>nd</sup> Street),
  - Porter’s Community Center (315 SW 7<sup>th</sup> Avenue),
  - Rosa B. Williams/Union Academy (524 NW 1<sup>st</sup> Street),
  - MLK Center ( 1028 NE 14<sup>th</sup> St),
  - Cofrin Nature Park (4810 NW 8<sup>th</sup> Avenue), and
  - Ironwood Golf Course (2100 NE 39<sup>th</sup> Avenue)
- A. The City of Gainesville is looking for dynamic, unique designs that utilize all available resources to develop innovative park experiences that belong to Gainesville alone. Bidding firms are encouraged to gain input from companies that specialize in themed fabrication services.
- B. All submittals must include:
  - Shade structures that cover, at a minimum, 70% of play area, including seating space. Ironwood Golf Course design must cover 100% of the driving range hitting area in order to create a continuous and uniform appearance.
  - A sketch of the proposed shade structures for each site. The sketch must include the dimensions of height, width, and length of fabric and posts, and
  - A detail for in-ground installation of footers and attachment of fabric to support structure.
2. Contractor is responsible for the complete design layout, permitting application and approval process, fabrication, delivery and offloading, security and storage on site and complete installation of the shade structures.
3. Shade fabric shall be made of UV stabilized cloth material. Shade color shall be agreed upon by the City of Gainesville’s representative and selected vendor. The proposed shade fabric material specifications shall be included with the Bid Proposal.
4. Surface-mounted Steel columns shall be mounted onto new concrete footings per engineered drawings.
5. All non-galvanized steel shall be sandblasted, primed, and powder coated. The proposed coating material specifications shall be included with the Bid Proposal.

6. Contractor shall prepare all documentation and submit the applications for Building Permits from the City of Gainesville. Each shade structure will require a separate building permit. Documentation includes signed and sealed engineered drawings, internal park locations clearly indicated by each of the structures and any other supporting documents necessary to obtain building permits for the shade structures.
7. All contractors bidding this project must complete and submit the following forms, included in the bid packet:
  - References of five (5) jobs of work of similar size and scope performed within the last two (2) years,
  - a list of key staff with experience levels who will be working on the project, and
  - a brief description outlining the company history and experience.
8. The design drawings for the shade structures shall comply with all applicable sections of the Florida Building Code, 2010 edition. The shade structures shall be designed for a 75 mph wind loading with the shade canopies in place, per the Florida Building Code. The shade structure poles shall be designed as permanent structures with a wind loading of 130 mph with the canopies removed.
9. Prior to starting any fabrication, Contractor shall perform an investigation of the underground conditions at each shade structure location. City shall provide any available site plans to depict as-built infrastructure. Contractor, with City approval, shall locate column placements for each shade structure while notifying the City if there are any concerns about the ability to install the new shade structures as generally depicted in the schematic drawing. The Contractor is NOT responsible for curing underground conflicts uncovered by the subsurface investigation.
10. Contractor is responsible for saw cutting of concrete, removal of spoils, trash, and any excess materials, and must restore surface areas to stable and safe conditions. City will inspect the surface restoration work to ensure acceptable quality, appearance, and safety.
11. The City will perform all required above- ground demolition, including the removal and haul-off of the existing shade structures. City will designate the work area locations adjacent for staging of materials and machinery, if needed. City will also designate pathway for vehicular traffic, trailers and rental equipment. Concrete must be pumped to areas or hand mixed at work location.
12. All steel components shall have a 10-year warranty against structural failure. All workmanship shall have a minimum 1-year performance warranty. Shade Fabric material shall have a 10-year manufacturer's warranty.
13. Construction dumpsters are not on site and must be supplied by the Contractor.

14. All surface concrete directly or indirectly disturbed by the contractor or said representatives, including suppliers, shall be fully restored by Contractor and approved by city for appearance and safety of users.
15. Shade structures shall be designed for easy installation and removal.
16. Contractor, once awarded the project, shall supply a construction schedule for delivery of materials, start of construction, duration, inspection dates, estimated completion date for project, and final walkthrough date.

**SECTION VII – PRICE PROPOSAL**

**IMPORTANT!**

**IMPORTANT!**

*THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM.*

*Use additional pages if necessary*

**BIDDER:** \_\_\_\_\_

**PROJECT:** Design and Installation for Shade Structures at City Parks

**BID #:** RECP-170039-DM      **BID DUE DATE:** May 31, 2017 @ 3:00P.M.

*All quotes should include the cost of designing, permitting, fabricating, and installing a shade structure, meeting the standards in the Scope of Service, at each of the following parks:*

<u>Park</u>	<u>Price</u>
Roper Park	_____
Fred Cone Park	_____
Cedar Grove Park	_____
Porter’s Community Center	_____
Rosa B. Williams Center	_____
MLK Center	_____
Cofrin Nature Park	_____
Total Price:	_____

## 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 measure 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 offerors 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 form 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 of 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.

(Ord. No. 001261, § 5, 3-29-04)

**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)

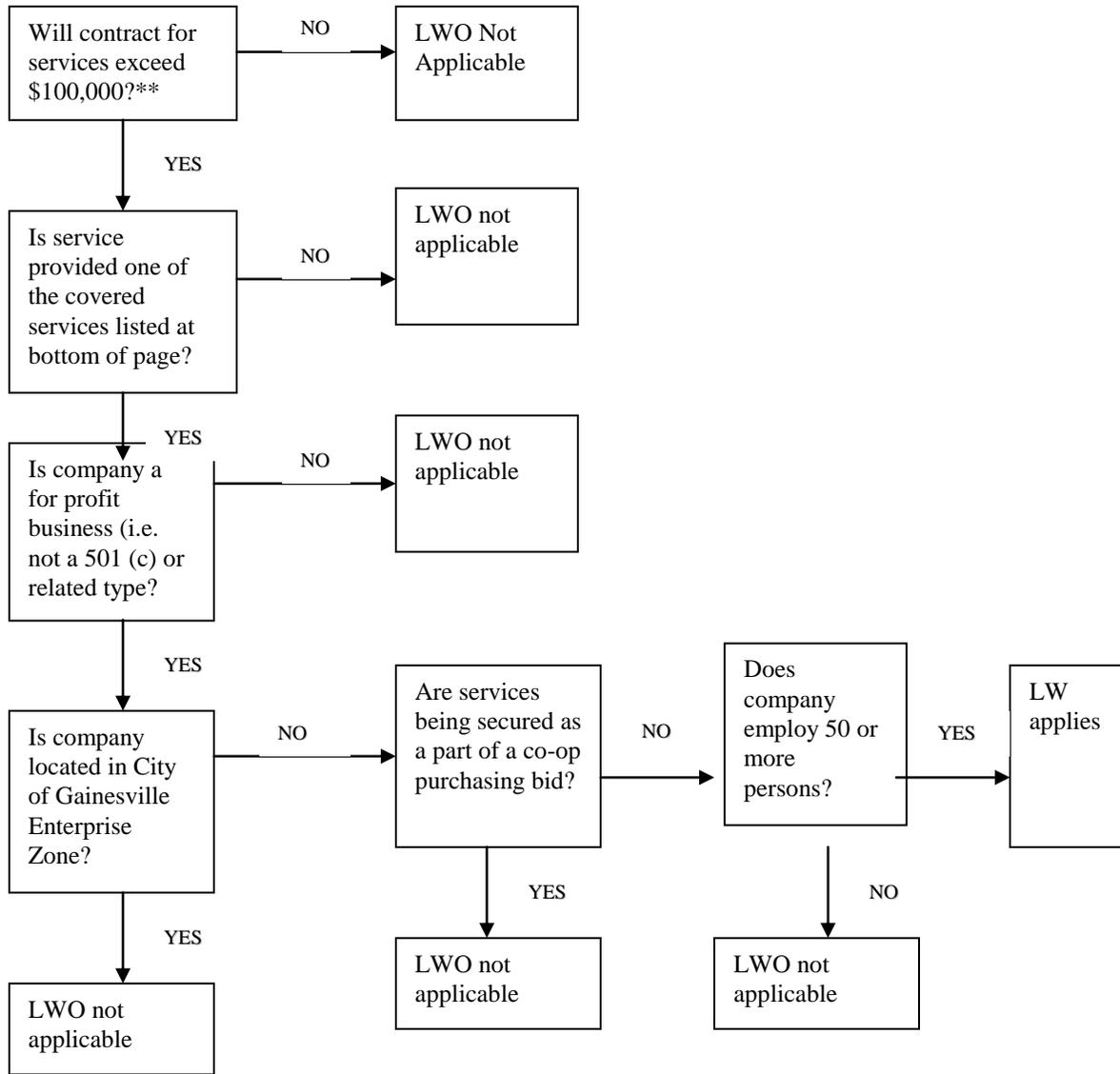
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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/grounds maintenance; agricultural/forestry services; and construction services  
**\*\*Total value of contract.**

## LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

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.

**PROPOSAL RESPONSE FORM – SIGNATURE PAGE**

**(submit this form with your proposal)**

TO: City of Gainesville, Florida  
200 East University Avenue  
Gainesville, Florida 32601

PROJECT: Design, Fabrication, Permitting, and Installation of Shade Structures for City Parks

RFP/RFQ#: RECP-170039-DM

RFP/RFQ DUE DATE: May 31, 2017 @ 3:00p.m

Proposer’s Legal Name: \_\_\_\_\_

Proposer’s Alias/DBA: \_\_\_\_\_

Proposer’s Address: \_\_\_\_\_  
\_\_\_\_\_

PROPOSER’S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: \_\_\_\_\_ Telephone Number \_\_\_\_\_

Date: \_\_\_\_\_ Fax Number \_\_\_\_\_

Email address \_\_\_\_\_

**ADDENDA**

The Proposer hereby acknowledges receipt of Addenda No.’s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, to these Specifications.

**TAXES**

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is 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.

**LOCAL PREFERENCE (check one)**

Local Preference requested:  YES  NO

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

**QUALIFIED LOCAL SMALL BUSINESS STATUS (check one)**

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions)  YES  NO

**SERVICE-DISABLED VETERANS' BUSINESS (check one)**

Is your business certified as a service-disabled veterans' business?     YES                     NO

**LIVING WAGE COMPLIANCE**

See Living Wage Decision Tree (Exhibit C hereto)

**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.

**SIGNATURE ACKNOWLEDGES THAT: (check one)**

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

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

ATTEST:   _____ Signature By: _____  Title: _____	(CORPORATE SEAL) PROPOSER:   _____ Signature By: _____  Title: _____
--	--

**CITY OF GAINESVILLE  
GENERAL GOVERNMENT  
PURCHASING DIVISION SURVEY  
BID INFORMATION**

RFP #: RECP-170039-DM

DUE DATE: May 31, 2017 @ 3:00p.m

SEALED PROPOSAL ON: Design, Permitting, Fabrication, and Installation of Shade Structures at City Parks.

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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;10/11/05/12/03/16

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

# **ATTACHMENTS**

**IMPORTANT!**

**Attachment #1  
Reference Form**

**IMPORTANT!**

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. *BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM.*

**BIDDER:** \_\_\_\_\_

**PROJECT:** Design and Installation of Shade Structures in City Parks

**BID#:** RECP-170039-DM     **BID DUE DATE:** May 31, 2017 @ 3:00P.M.

Number of years your company has been doing this type of work: \_\_\_\_\_ years

List at least **five (5)** references of similar landscaping or mowing jobs performed over the past two years. You may use additional pages.

1) Job Location: \_\_\_\_\_ Date work performed: \_\_\_\_\_

Business Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_

2) Job Location: \_\_\_\_\_ Date work performed: \_\_\_\_\_

Business Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_

3) Job Location: \_\_\_\_\_ Date work performed: \_\_\_\_\_

Business Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_

4) Job Location: \_\_\_\_\_ Date work performed: \_\_\_\_\_

Business Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_

5) Job Location: \_\_\_\_\_ Date work performed: \_\_\_\_\_

Business Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_



**IMPORTANT!**

**Attachment #3  
Resource Form**

**IMPORTANT!**

*THIS FORM MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL. BID WILL NOT BE CONSIDERED FOR EVALUATION AND POSSIBLE AWARD WITHOUT COMPLETED FORM.*

*Use additional pages if necessary*

**BIDDER:** \_\_\_\_\_

**PROJECT:** Design and Installation of Shade Structures in City Parks

**BID#:** RECP-170039-DM **BID DUE DATE:** May 31, 2017 @ 3:00P.M.

**PERSONNEL**

- 1) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 2) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 3) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 4) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 5) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 6) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 7) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 8) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 9) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 10) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 11) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_
- 12) Name: \_\_\_\_\_ Years with firm: \_\_\_\_\_ Years experience: \_\_\_\_\_

**EQUIPMENT**

	<b>Make/Model</b>	<b>Year (age)</b>	<b>Use of Equipment</b>
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____
5)	_____	_____	_____
6)	_____	_____	_____
7)	_____	_____	_____
8)	_____	_____	_____
9)	_____	_____	_____
10)	_____	_____	_____

## ADDENDUM NO. 1



Date: May 2, 2017

Bid Date: May 31, 2017  
at 3:00 P.M. (Local Time)

Bid Name Design, Permitting, Fabrication, and Installation  
of Shade Structures at City Parks

Bid No.: RECP-170039-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. **Non Mandatory Pre-Proposal Conference**

The Non Mandatory Pre- Proposal Conference time in the bid document and posted on Demandstar is incorrect; the correct time is **1:30pm**.

**1:30pm** May 15, 2017 at  
Thomas Center Room #105  
302 NE 6<sup>th</sup> Ave  
Gainesville, FL 32601

2. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), May 22, 2017. Questions may be submitted as follows:

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

or

Faxed (352) 334-3163

Attention: Darius McPhall

3. Please find attached:

- a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters)) distributed during mandatory pre-bid meeting.

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 \_\_\_\_\_ FINANCIAL SERVICES  
GAINESVILLE PROCEDURES MANUAL

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

Except as expressly set forth in Resolution 060732, Section 10, during the black out 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. 2

Date: May 17, 2017

Bid Date: May 31, 2017  
at 3:00 P.M. (Local Time)

Bid Name Design, Permitting, Fabrication, and Installation  
of Shade Structures at City Parks

Bid No.: RECP-170039-DM

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the non-mandatory pre-bid conference held on May 15, 2017.

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), May 22, 2017. Questions may be submitted as follows:
  - Email: [mcphalldt@cityofgainesville.org](mailto:mcphalldt@cityofgainesville.org)
  - or
  - Faxed (352) 334-3163
  - Attention: Darius McPhall
2. Please find attached:
  - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.
  - b) Copy of the Pre-Bid sign-in sheet for your information.
  - c) Exhibit 1-Cofrin Shade Drawing -page 1
  - d) Exhibit 2-Cofrin Shade Drawing -page 2
3. Darius McPhall, Purchasing Division, discussed bid requirements.
  - a. Sign-in Sheet is circulating.
  - b. Bids are to be received by the Purchasing office no later than 3:00 p.m. on May 31, 2017. Any bids received after 3:00 p.m. on that date will not be accepted.
  - c. Send questions in writing to Darius McPhall via email or fax.
  - d. Deliver (or have delivered) to Purchasing by 3PM on May 31<sup>st</sup>, 2017.
  - e. Living wage (page 29, section C).
  - f. Local Preference (page 6, Section T).
  - g. Prompt payment, please pay all subcontractors in timely manner.
  - h. Please sign under the name you will be bidding under.

4. Michelle Park-, Parks and Recreation and Cultural Affairs Assistant Director, discussed scope of the project.
  - a. Citizens approved ½-cent-sales tax for Wild Spaces and Public Places initiatives (46 ½ million dollars, and 4 million dollars in grants).
  - b. 12 projects have been approved so far.
  - c. City Manager is pushing for City of Gainesville to have awesome parks.
  
5. John Weber, Parks and Operations Manager, discussed scope of the project.
  - a. Goal of the Shade Structure Project is have 70% of each of the listed parks shaded, including sitting areas. In addition, Ironwood’s driving range.
  - b. Currently Ironwood is under construction and only the driving range is open Wednesday – Sunday.
  - c. There will be presentations required.
  - d. Schedule of Services.
  - e. September date of completion.
  - f. Depot Park address 200 S.E. Depot Ave Gainesville, FL
  - g. Not all parks have electricity and you may be required to bring a generator to some.
  - h. We currently do not have prior plans for as-builts.
  - i. Please be diligent about the paperwork and answer all questions asked.

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

6. Question: What is the area of the parks you want shaded?  
Answer: At minimum 70% of the parks and a 100% percent of the driving range (130 feet).
  
7. Question: How much of Roper Park would you like shaded?  
Answer: 70% percent of the park not including swings.
  
8. Question: Does that include the upper area of the playground at Roper Park?  
Answer: Yes.
  
9. Question: What are sitting areas described as?  
Answer: Sitting areas are any areas that have existing sitting or upon the vendor reasonable judgement should have seating.
  
10. Question: Are all the listed parks required to be 70% percent covered  
Answer: The following parks Fred Cone, Cedar Grove, Porter Community, Rosa B.Williams, MLK, Cofrin, Roper are all required to be 70% percent covered.
  
11. Question: Why not cover the swings?  
Answer: Due to height of swings. Vendors may choose to provide a solution.

12. Question: Why only do only 70% of the parks?  
Answer: 70% is the average area of the parks excluding swinging area.
13. Question: Does Art in Public Places apply?  
Answer: No.
14. Question: Does Davis/Bacon apply?  
Answer: No.
15. Question: Who pays permits cost?  
Answer: All permitting cost will be the responsibility of the vendor.
16. Question: How will the project be evaluated?  
Answer: Please go back and review bid document section IV-Evaluation Criteria and Procedures.
17. Question: Will the project be split up between vendors?  
Answer: No our goal at this time is to award the whole project to one vendor.
18. Question: Are you expecting one vendor to complete entire project in the allotted scheduled time?  
Answer: Yes.
19. Question: Have you ever worked with Bliss?  
Answer: Yes.
20. Question: Is there any flexibility on the finish deadline?  
Answer: The expectation is for the entire project to be done September 30, 2017. We will allow the project to have a final completion date of October 31, 2017.
21. Question: In the design it reads, “belong to the City of Gainesville alone” what does that mean?  
Answer: Present a design that is unique to Gainesville and is awesome in the words of our commissioners. I advise you drive by Depot Park to get an idea of the expectation.
22. Question: At this time is there an order of completion of the parks?  
Answer: Roper Park is the number 1 priority all the others we will work accordingly.
23. Question: Do we have to have uniqueness when designing the structures for the golf course?  
Answer: No, that is more standard due to the functionality of the course.
24. Question: How do we get the exact measurements of the golf course?  
Answer: Requested information will be provided in a future addendum.
25. Question: Are we allowed to present any design?  
Answer: We have no predesigned visions; please use your expertise when presenting a design.
26. Question: What about the hurricane requirements?  
Answer: Please refer to project specifications.

27. Question: Will the parks remain open?  
Answer: Yes.
28. Question: What is the deadline for questions?  
Answer: May 22, 2017@ 3:00 p.m.
29. Question: Can we email questions?  
Answer: At this time please send all questions pertaining to this project to [mcphalldt@cityofgainesville.org](mailto:mcphalldt@cityofgainesville.org)
30. Question: Will the vendor have access to the parks all the time?  
Answer: Yes. The park hours vary but the expectation would be regular business hours.
31. Question: Do all the parks have restrooms?  
Answer: No, not all of the parks have toilets you will be required to supply your own portlet if a park restroom is not available.
32. Question: Do any of the parks have existing structures?  
Answer: Yes, Cofrin Park has an existing structure. The City will remove everything above ground. The vendor will be required to remove anything underground that is in the way.
33. Question: Do you have existing structure plans of Cofrin Park?  
Answer: (Please see attached) Exhibit one Page 1 and, Exhibit two Page 2.
34. Question: What are the bonding requirements for this project?  
Answer: Per Florida State statue any construction project valued over \$200,000 requires a performance and payment bond.

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: \_\_\_\_\_

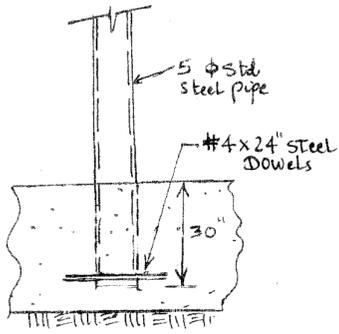
# CITY OF \_\_\_\_\_ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

## 41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out 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.

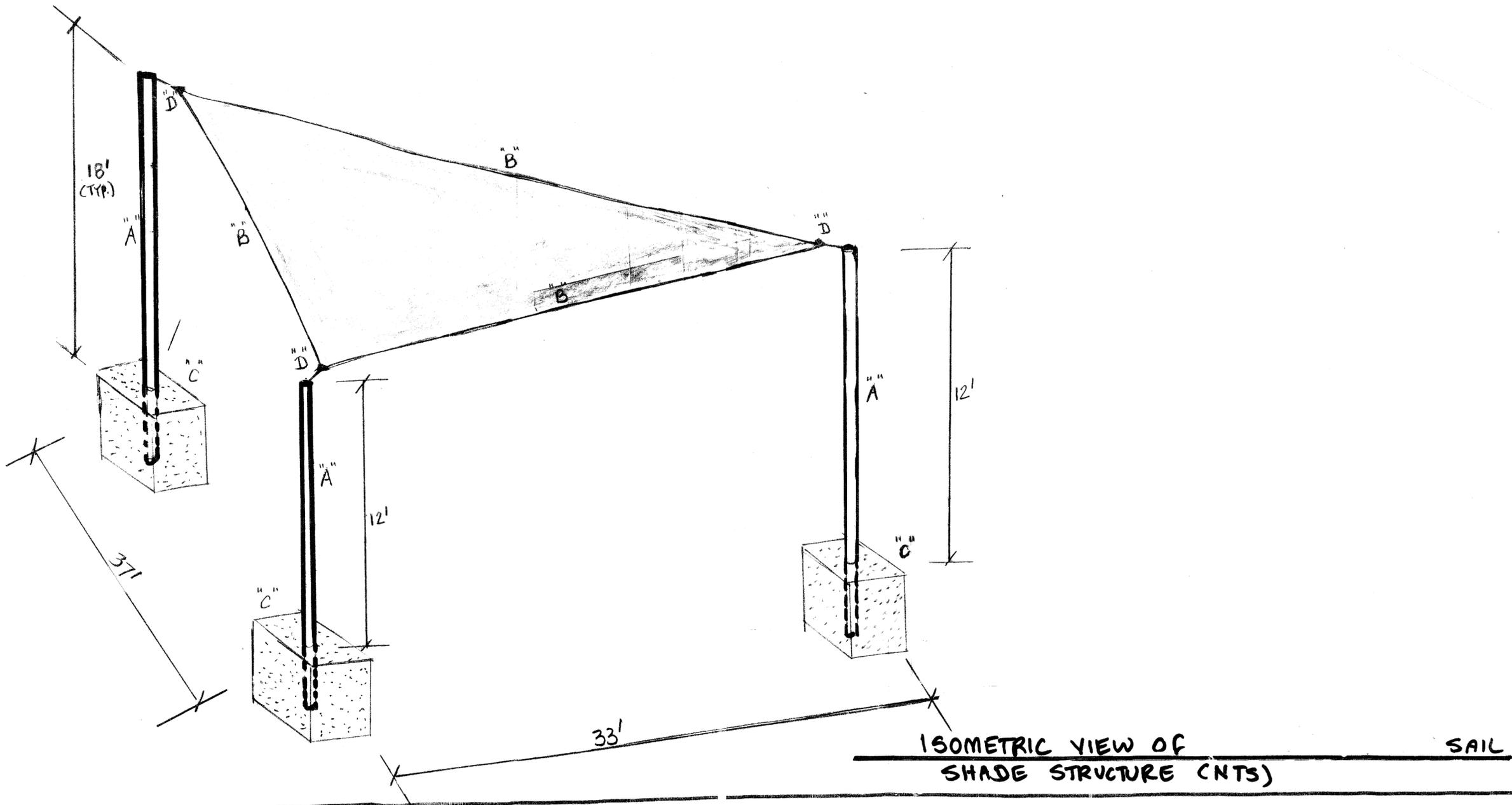
Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City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



Steel Post Anchorage To  
concrete Footings (N.T.S)

ITEM	DESCRIPTION
"A"	5" DIAMETER STANDARD STEEL PIPE POST
"B"	1/4" DIAMETER HIGH STRENGTH STEEL CABLE
"C"	30'(L) x 30'(W) x 36'(H) PLAIN CONCRETE FOOTING
"D"	STEEL SAIL FITTING PER DETAIL "1/S-2"



NO.	DATE	BY	REVISION

DESIGN BY: LUG	DATE: 6/29/2011
DRAWN BY:	SCALE: AS NOTED
CHECKED BY:	
APP'D BY:	

**LJG ENGINEERING, INC.**  
 ENGINEER OF RECORD: LOUIS GABRIEL  
 P.E. No. 39476 - PHONE No. (904) 825-2324  
 419 SOPHIA TERRACE ST. AUGUSTINE, FL. 32095

JOB NAME:  
 SHADE STRUCTURE FOR COFRIN PARK  
 GAINESVILLE, FL.  
*[Signature]*  
 6/30/11

JOB NUMBER

SHEET NUMBER  
 S-1 of 2

**DESIGN CRITERIA**

- Live loads:**  
Not Applicable
- Wind Loads:**  
Three second gust wind velocity per FBC-2007 W/ 2009 supplement.....120 mph, I(Importance Factor) = 1.15, Wind Exposure "B", Category "III"  
Building, Open structure,  
Design Wind Pressure= (+)or(-) 23 psf ( on bare metal)  
Design Wind Pressure= (+)or(-) 7 psf (on covered shade)  
Shade cover shall be retracted in case of anticipated severe wind conditions of more than 70 mph.

\*\*\*Plus and minus signs indicate acting toward and away from the building surfaces.

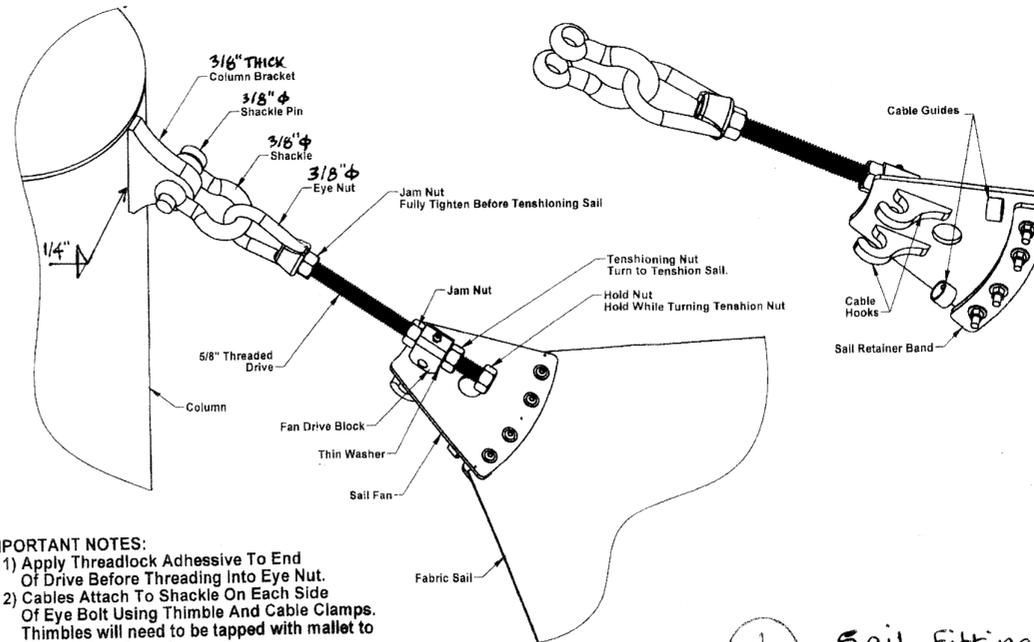
**3. Materials**

- Concrete compressive strength at 28 days..... $F'_c = 3,000$  psi
- Reinforcing Steel yield strength..... $F_y = 60,000$  psi
- High tensile strength steel cable stress relieved strand.....ASTM A 416,  
 $F_{pu} = 250$  ksi, stressed to a maximum of 70% of ultimate tensile strength
- Steel plates and WF shapes.....ASTM A992,  $F_y = 50$  Ksi
- HSS tubular shapes.....ASTM A500 Grade B,  $F_y = 46$  Ksi
- HSS round shapes.....ASTM A500 Grade B,  $F_y = 42$  Ksi
- Standard steel pipes.....ASTM A53 Grade B,  $F_y = 35$  Ksi
- Structural bolts.....ASTM A325 high strength bolts,  $F_y = 92$  Ksi
- Welding electrodes.....AWS A5.1 or A5.5 series E70
- Welded studs.....ASTM A108
- Paint & Protection.....SSPC paint 25
- Anchor bolts.....ASTM A36 carbon steel,  $F_y = 36$  Ksi
- Soil Bearing Capacity .....2,000 PSF

**GENERAL STRUCTURAL NOTES**

- Unless otherwise shown on drawings, minimum cover for reinforcing steel shall be as follows:  
Footings.....3"  
Beams (to Ties).....1-1/2"  
Floor Slabs.....Centered
- All reinforcing shall be held securely in position with standard accessories during placing of the concrete.

- Splices in reinforcing where permitted shall be as follows:  
Welded Wire Fabric.....6"  
Temperature Reinforcing.....12"  
Flexural Reinforcing.....48 bar diameter
- Minimum size of all fillet welds shall conform to AISC Specifications and A.W.S. D1.1 for E70XX Electrodes. All welds along the length of members indicated on architectural or structural drawings but not sized shall be a minimum of 3/16".
- Verify all existing conditions and dimensions prior to proceeding with construction.
- Steel beam erection shall take advantage of mill camber to minimize dead load deflection.
- Soil under footing locations shall be compacted to 96% maximum modified proctor dry density ( ASTM 1557).
- If unstable or otherwise undesirable soils are discovered, the Engineer shall be notified.
- It is the intent of the Engineer that this work be in conformance with all requirements of the authorities having jurisdiction over this type of construction and occupancy. All contractors shall do their work in conformance with all applicable codes and regulations.
- Contractor shall supply, locate and build into the work all inserts, anchors, angles, plates, openings, sleeves, hangers, slab depressions and pitches as may be required by attached drawings and to accommodate other work not shown on the drawings.
- These documents are the property of the Engineer and may not be used or reproduced without expressed written consent of the Engineer.
- All details and sections shown on the drawings are intended to be typical and shall be construed to apply to any similar situation elsewhere in the work
- It is the Contractor's sole responsibility to determine erection procedure and sequence to insure the safety of the building and it's component parts during erection. Shade fabric shall be installed for easy removal in case of hurricane warning conditions.



**IMPORTANT NOTES:**  
 1) Apply Threadlock Adhesive To End Of Drive Before Threading Into Eye Nut.  
 2) Cables Attach To Shackle On Each Side Of Eye Bolt Using Thimble And Cable Clamps. Thimbles will need to be tapped with mallet to fit over shackle ends.

1  
S-2 Sail Fitting Details  
(N.T.S.)

NO	DATE	REV	BY	CHKD

DESIGN BY: LUG	DATE: 6/29/2011
DRWN BY:	SCALE: AS NOTED
CHECKED BY:	
APPRD BY:	

**LJG ENGINEERING, INC.**  
 ENGINEER OF RECORD- LOUIS GABRIEL  
 P.E. No. 39476 - PHONE No. (904) 825-2324  
 419 SOPHIA TERRACE ST. AUGUSTINE, FL. 32085

JOB NAME:  
 SHADE STRUCTURE FOR COFRIN PARK  
 GAINESVILLE, FL.  
 6/30/11

JOB NUMBER

SHEET NUMBER  
 S-2 OF 2

CITY OF GAINESVILLE  
GENERAL GOVERNMENT PURCHASING DIVISION  
NON-MANDATORY PRE-BID CONFERENCE

Design, Permitting, Fabrication, and Installation of Shade Structures at City Parks

DATE: May 15, 2017 @ 1:30 PM LOCAL TIME

BID #RECP-170039-DM

DUE DATE: May 31, 2017, AT 3:00PM

YOUR COMPANY'S NAME, ADDRESS &  
PHONE NUMBER

YOUR SIGNATURE, PRINTED NAME,  
EMAIL ADDRESS & FAX NUMBER

1) Play Essentials Inc  
17230 NW 120th Ave Rd.  
Reddick, FL. 32686  
PHONE # (352) 322-8418

Chris Matthews  
SIGNATURE  
Chris Matthews  
PRINTED NAME  
E-MAIL: Play Essentials Inc @ Yahoo.com  
FAX # (352) 591-2065

2) CREATION SHADE SOLUTIONS INC.  
219 WILSON AVE  
TARREN SPRINGS, FL  
PHONE # (727) 947 3067

Werner Westenberg  
SIGNATURE  
WERNER WESTENBERG  
PRINTED NAME  
E-MAIL: WERNER@CREATIONSHADE  
FAX # (727) 213 6842

SHADE SOLUTIONS.COM

3) Shade Systems Inc  
4150 SW 19 St.  
Ocala, FL  
PHONE # (800) 609 6066

Jeremy Parker  
SIGNATURE  
Jeremy@shadesystemsinc.com  
PRINTED NAME  
E-MAIL: Jeremy Parker  
FAX # ( )

4) Playmore Recreational  
10271 Deer Run Rd. Ft Myers  
PHONE # (850) 691-7157

Jimmy Peacock  
SIGNATURE  
Jimmy Peacock  
PRINTED NAME  
E-MAIL: Stoneyb@playmoreonline.com  
FAX # ( )

5) Anglin Const. Co.  
102 NE 10th Ave  
GAINESVILLE, FL.  
PHONE # (352) 376-4089  
352 284-9271 Cell

Dennis Ramsey  
SIGNATURE  
DENNIS RAMSEY  
PRINTED NAME  
E-MAIL: dramsey316@yahoo.com  
FAX # (352) 377-0037

CITY OF GAINESVILLE  
GENERAL GOVERNMENT PURCHASING DIVISION  
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Design, Permitting, Fabrication, and Installation of Shade Structures at City Parks

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EMAIL ADDRESS & FAX NUMBER

11) SALLY-ANN BALL

Sally Ann Ball

ADVANCED RECREATIONAL CONCEPTS

SIGNATURE  
SALLY-ANN BALL

3125 SKYWAY CIRCU E MELBOURNE FL 32934

PRINTED NAME  
E-MAIL: SBALL@ARCFLOIDA.COM

PHONE # (407) 730 1572 / SBALL@ARCFLOIDA.COM

FAX # ( )

12) John Weber

John Weber

COG - PRCA

SIGNATURE  
John Weber

PRINTED NAME  
E-MAIL: weber.j@cityofgainesville.org

PHONE # ( )

FAX # ( ) 393-8186

13) Kim Harris

Kim Harris

COG - PRCA

SIGNATURE

PRINTED NAME  
E-MAIL: harris.kd@cityofgainesville.org

PHONE # (352) 393-8358

FAX # ( )

14) Elizabeth Waite

Elizabeth Waite

COG - Public Worker

SIGNATURE  
Elizabeth Waite

PRINTED NAME  
E-MAIL: waite.ed@cityofgainesville.org

PHONE # (352) 393-8405

FAX # ( )

15) Michelle Pank

Michelle Pank

PRCA

SIGNATURE

PRINTED NAME  
E-MAIL: \_\_\_\_\_

PHONE # (352) 393-8364

FAX # ( )



## ADDENDUM NO. 3

Date: May 22, 2017

Bid Date: May 31, 2017  
at 3:00 P.M. (Local Time)

Bid Name Design, Permitting, Fabrication, and Installation  
of Shade Structures at City Parks

Bid No.: RECP-170039-DM

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the non-mandatory pre-bid conference held on May 15, 2017.

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), May 22, 2017. Questions may be submitted as follows:  
Email: [mcphalldt@cityofgainesville.org](mailto:mcphalldt@cityofgainesville.org)  
or  
Faxed (352) 334-3163  
Attention: Darius McPhall
2. Please find attached:
  - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters) distributed during mandatory pre-bid meeting.
  - b) Drawing (Exhibit 3)

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

3. Question: Please confirm address of Porter's Community Center as the address is incorrect on Scope of work?  
Answer: Porter's 512 SW 2<sup>ND</sup> Terrace.
4. Question: I am concerned with the shade structure request at the Ironwood Golf Center. I visited the site, and it appears they use natural ground for the driving range. The ground eventually gets chopped and they move the driving line every few weeks to allow new ground to be used. I do not see how a shade structure could be used for the area, as it will be permanent and not movable. Has Gainesville ever considered converting this area to a full artificial driving area, that would be stationary and allow a full shade structure?

Answer: Part of the money that we are spending this summer is to in fact put in a row of artificial turf or mats at the back of the driving range that the shade structure will cover. We are laying down concrete (so that will obviously be permanent) and then putting the turf on top of that.

*See attached drawing* (Exhibit 3).

5. Question: What is the order of priority of the Parks to be finished?

Answer: 1.Roper Park 2. Fred Cone Park 3. Porters Community Center 4. Cofrin Nature Park 5. Ironwood Golf Course 6. MLK Center 7. Rosa B. Williams Center 8. Cedar Grove Park.

6. Question: Ironwood Golf Course driving range is between 130 and 138SQFT length, please advise. Also what is the required width?

Answer: Ironwood is between 130and 138 linear feet (not square feet) and a width range of 6 to 10 feet.

7. Question: When will the shade at Cofrin Nature Park be removed? Will we have ample time to view before the bid closes?

Answer: It will be removed after award. We will not take it down until we are ready to put up a new one.

8. Question: Can you please confirm the maximum fall heights of the decks and maximum roof heights on the play structures at Fred Cone Park and Porters Community Center?

Answer: The bidders should refer back to section 2 in the tech specs that discusses the requirements from the bidders. They are to provide us with a complete design, layout and plan to build, permit and install the shade structures at the identified locations within the bid.

9. Question: Will the installation completion date of September 30<sup>th</sup> be extended?

Answer: We did agree to extend the install completion date to the end of October.

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 \_\_\_\_\_ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

## 41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out 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.

Exhibit 3

