

CONTRACT FOR CITYWIDE SIDEWALK, TRAIL AND MINOR ROADWAY CONSTRUCTION

THIS CONTRACT (“Contract”) is entered into on the 21 day of July, 2020, between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and TSI DISASTER RECOVERY, LLC (“CONTRACTOR”), a Florida limited liability company.

WHEREAS, the CITY desires to enter into a contract with CONTRACTOR for sidewalk, trail and minor roadway construction.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. **TERM.** The term of this Contract shall be effective upon execution and shall continue for a period of three (3) years, unless extended by mutual agreement of the parties.

2. SCOPE OF SERVICES.

2.1 Contract Documents. CONTRACTOR shall perform construction of sidewalks, multi-use trails, bus stop improvements, and minor roadway projects, including associated concrete and asphalt paving, curbing, ramps, striping, signage, drainage/storm water elements, hardscaping, lighting, and landscaping, pursuant to the terms and conditions in the following documents, which if not attached, are referenced herein and made a part hereof as if fully contained herein (collectively the “Contract Documents”):

- a. This Agreement
- b. Addendum No. 1 dated January 28, 2020
- c. Addendum No. 2 dated February 11, 2020
- d. City of Gainesville Request for Qualifications (RFQ) No. DOMX-200017-SG dated February 11, 2020
- e. CONTRACTOR’s Proposal dated February 25, 2020

In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above.

2.2 Individual Projects. The specific scope of services for individual projects will be mutually agreed to by the parties in separate Task Assignments. The Task Assignments may be amended as described herein.

2.3 Change of Scope and Times. Services performed at the CITY’s request beyond those identified in the Task Assignment shall constitute changes which will be documented by a Change Order to be approved in writing by both parties before services are performed. If the CONTRACTOR is entitled by the Contract Documents to make a claim for an increase in Contract Amount or Times, notice of intent to file a claim shall be in writing. The Contract Amount or Times may only be changed by a Change Order.

- 2.4 Nothing in this Contract shall be construed to prohibit the CITY from awarding, authorizing, or directing work to be performed, whether identified in this Contract or otherwise, to firms other than CONTRACTOR.

3. TASK ASSIGNMENTS (Work Orders).

- 3.1 Task Assignments. All services to be performed shall be authorized and performed in accordance with a written and jointly executed Task Assignment for each project for which services are requested. The Task Assignment shall reference this Contract and the terms of the Task Assignment shall supersede to the extent of any conflicting terms contained within the Contract or Purchase Order.

A sample format for the Task Assignment is included as Attachment "A". Each Task Assignment shall consist of the scope of work to be performed by CONTRACTOR, project schedule, deliverables, any specific provisions and the signatures of authorized representatives of the CITY and CONTRACTOR agreeing to the provisions of the Task Assignment. The CITY will assign projects based upon CONTRACTOR's experience in a given area, ability to meet the time constraints of a given project and/or CONTRACTOR's current workload.

- 3.2 Written Proposals. Upon request by the CITY, CONTRACTOR shall submit to the CITY Project Manager a written proposal, which shall include as appropriate, completion dates, estimated fees and expenses, deliverables and the specific tasks necessary to accomplish the particular project objective. The CITY shall incorporate the proposal into a Task Assignment to be signed and executed by the parties.
- 3.3 Changes in Contract Work. The CITY shall have the right to increase or reduce the scope of the services of CONTRACTOR hereunder at any time and for any reason, upon written notice to CONTRACTOR specifying the nature and extent of such reduction or increases. In the event of an addition to the scope of the services, CONTRACTOR shall be fully compensated for additional work as agreed upon by the CITY and CONTRACTOR. In the event of a reduction to the scope of services, CONTRACTOR shall be fully compensated for the work already performed, including payment of all necessary contract fee amounts due and payable hereunder prior to the receipt of written notification of such reduction in scope and shall be compensated for the work remaining to be done, as determined by the CITY. The work of revising documents as a result of reduction in scope of the project shall be compensated for as a change as provided in this Contract.
- 3.4 Timeliness. It is agreed by both parties that TIME IS OF THE ESSENCE for the completion of work. CONTRACTOR shall complete all assigned projects in accordance with the time of performance specified in the Task Assignment or change thereto.

4. DELAY IN PERFORMANCE.

- 4.1 Delay. Neither Party shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-

performing party. For purposes of this Contract, such circumstances include, but are not limited to, abnormal weather conditions, including without limitation, hurricanes; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the CITY or CONTRACTOR under this Contract (except for the CONTRACTOR's license and authorizations to do business).

4.2 Notice of Delay. Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, and the efforts being made to resume performance of this Contract.

4.3 In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of invoices if such event actually prevents payment) will be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a force majeure event will always be discussed and negotiated if additional delays are expected.

5. **COMPENSATION.**

5.1 Fee and Expense Schedule. Compensation to CONTRACTOR for services performed shall be as stated in the Task Assignment or Purchase Order. The parties may agree to payment for services on a lump sum or "not to exceed" basis.

5.2 Compensation Increases. CONTRACTOR shall obtain the CITY's approval prior to performing any work which results in the work assignment exceeding the mutually agreed upon scope of services contained in the Task Assignment or Purchase Order.

a. Minor modifications, which extend the deliverable dates and/or increase the project cost by less than 5%, may be approved by the CITY with documentation from CONTRACTOR as specifically requested by the CITY.

b. Major modifications which increase the project cost by more than 5% shall be documented by CONTRACTOR with the following information:

(1) A description of the new work and/or deliverables, that caused a major modification to the work.

(2) An explanation as to why the new work/deliverable was not included in the original scope of work or project assignment or a detailed explanation of other reasons the modification is necessary.

(3) A summary of all prior modifications to the project assignment, and reasons why additional modifications will not be necessary or reasons why additional modifications will be necessary.

(4) A description of any proposed work, which is outside the original work scope or project assignment. These shall be treated as a new project.

c. Upon submittal of the above information, CITY and CONTRACTOR shall mutually agree upon the price modification to complete the project or work assignment. Should agreement between the Parties not be reached, the CITY's decision shall be binding unless CONTRACTOR requests reconsideration through the Dispute Resolution process described in Section 14, below.

5.3 Pay Applications. Requests for payment, submitted by CONTRACTOR to the CITY, shall include the following information (if applicable): Contract number, Task Assignment number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, work location, project representative, job start date, job completion date or other pertinent information which may include a detailed narrative of work completed during the reporting period as described in the Contract Documents.

5.4 Payment Terms. Unless otherwise agreed upon in writing, the CITY's payment terms are net thirty (30) days from receipt of correct application for payment. CONTRACTOR should not submit more than one application for payment per thirty-day period. Any delay in receiving applications for payment, or error and omissions, will be considered just cause for delaying or withholding payment. Application for payment for partially completed work may be allowed with the CITY's prior approval. All partial applications for payment must be clearly identified as such on the application for payment. Any charges or fees will be governed by current Florida Statutes.

5.5 Withholding Payment. The CITY may withhold payment of all or a portion of the requested amount due to failure of CONTRACTOR to comply with project specifications. The CITY shall set forth in writing to CONTRACTOR the reasons for the withholding of payment within 10 days after receipt of CONTRACTOR's application for payment. In the event CONTRACTOR does not agree with the CITY's determination, CONTRACTOR may request reconsideration through the dispute resolution process described in Section 14, below. After CONTRACTOR has complied with the project specifications the CITY will make payment of any withheld amount to CONTRACTOR within 30 days.

6. **TAXES.** CONTRACTOR accepts exclusive liability for the payment of its (i) income, gross receipts, ad valorem, or value added taxes, arising out of work rendered, now or hereafter imposed by any governmental authority, and (ii) payroll taxes or contributions for unemployment insurance, Medicare or Social Security for CONTRACTOR's employees.

7. **PUBLIC RECORDS.** If CONTRACTOR is either a “contractor” as defined in Section 119.0701(1) (a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, CONTRACTOR shall:
- a) Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by the CITY to perform the service.
 - b) Upon request from the CITY’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.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY.
 - d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, (352) 334-5070, wrightsa@cityofgainesville.org, SCOTT WRIGHT, GAINESVILLE TRANSPORTATION AND MOBILITY DEPT., P.O. BOX 490, STATION 58, GAINESVILLE, FL 32627

8. **AUDIT OF RECORDS.** CONTRACTOR shall maintain records sufficient to document 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 termination of this Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.
9. **INSURANCE.** CONTRACTOR shall maintain the following insurance throughout the term of this Contract:

- 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).

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 must state that the CITY will be given thirty (30) days' written notice prior to cancellation or material change in coverage (but the CITY will accept 10 days' written notice of cancellation for non-payment). The CITY reserves the right to require a limit increase or additional insurance (i.e. explosion, collapse and underground property damage; environmental impairment etc.) if the specific Task Assignment warrants.

10. **INDEMNIFICATION.** CONTRACTOR shall indemnify the CITY, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR. This indemnification shall survive the termination of this Contract.
11. **SOVEREIGN IMMUNITY.** Nothing in this Contract shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28, Florida Statutes.
12. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents and Task Assignment, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Agreement. CONTRACTOR understands and agrees that as an independent contractor, CONTRACTOR and its officers, agents and employees are not entitled to any wages or benefits due to CITY employees.
13. **LEGAL COMPLIANCE.** CONTRACTOR shall secure all licenses or permits required by law or regulations, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to work under this Contract.
14. **DISPUTE RESOLUTION.**

- 14.1 If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the parties will submit the dispute to a mediator. The parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation shall be in Alachua County, Florida.
- 14.2 Continue Work. During the dispute process, CONTRACTOR shall continue work pursuant to this Contract as instructed by the CITY.
15. **TERMINATION.** CITY shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against CITY shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but CONTRACTOR shall not be entitled to any other or further recovery against CITY.
16. **GOVERNING LAW AND VENUE.** This Contract and any Task Assignment, Purchase Order, or resulting work or transaction hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflict of laws. Venue for all disputes shall be in Alachua County, Florida.
17. **MISCELLANEOUS.**
- 17.1 Severability: In the event that any provision of this Contract is found to be unenforceable, the other provisions shall remain in full force and effect.
- 17.2 Assignability: Neither THE CITY nor CONTRACTOR shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract. Nothing contained in this Section shall prevent CONTRACTOR from employing independent consultants, associates, and subcontractors to assist in the performance of the services undertaken pursuant to this Contract.
- 17.3 Third Party Rights: Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the CITY and CONTRACTOR.
- 17.4 Entire Agreement: This Contract and attachments hereto, and any resulting Task Assignments/Work Orders/Purchase Orders constitute the entire agreement between the PARTIES. Modifications to this Contract shall be in writing, signed by both Parties, and incorporated as written amendments to this Contract prior to becoming effective.

17.5 Notices. Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent by certified, return receipt requested, United States Mail as follows:

CONTRACTOR: Henry W. Elmore
TSI Disaster Recovery, LLC
2323 S. Babcock Street
Melbourne, FL 32901

CITY: Scott Wright, Planner II
Gainesville Transportation and Mobility Dept.
P.O. Box 490, Station 58
Gainesville, FL 32627

Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice.

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

CITY OF GAINESVILLE:

TSI DISASTER RECOVERY, LLC:

Lee R. Feldman

Henry W. Elmore

Henry W. Elmore (Jul 1, 2020 09:20 EDT)

Print Name: Lee Feldman

Print Name: Henry W. Elmore

Title: ICMA-CM

Title: Managing Member

Date: Jul 21, 2020

Date: Jul 1, 2020

APPROVED AS TO FORM AND LEGALITY:

David C. Schwartz

David C. Schwartz (Jul 20, 2020 12:06 EDT)

City Attorney

TASK ASSIGNMENT NO. _____

**CONTRACT NO. 2020-200017 with _____ for
CITYWIDE SIDEWALK, TRAIL AND MINOR ROADWAY CONSTRUCTION**

TITLE: *(an appropriate title to distinguish this Task Assignment)*

THIS TASK ASSIGNMENT entered into on the _____ day of _____, _____ between _____ (choose either GRU, CRA or City) and _____ (put CONSULTANT's name here) (CONSULTANT) describes services to be performed in accordance with the contract entered into between the parties dated _____, Agreement for City Sidewalk, Trail and Minor Roadway Construction Services Contract 2020-200017.

ORDER OF PRECEDENCE: In the event that there is any conflict between the terms and conditions contained in this Task Assignment, The City Sidewalk, Trail and Minor Roadway Construction Services Agreement, the Request for Qualifications (RFQ), and/or the CONSULTANT's response to the RFQ, or the CONSULTANTs proposal referenced in this Task Assignment, the order of precedence shall be the Contract, as amended or modified, interpreted as a whole, as applicable, and then as follows:

- a. Task Assignment
- b. City Sidewalk, Trail and Minor Roadway Construction Services, Agreement
- c. CONSULTANT's Proposal referenced in this Task Assignment

BACKGROUND: *(provide sufficient information to understand the current status)*

PURPOSE: *(explain what this TA will accomplish and how CITY, GRU OR CRA will benefit)*

- 1.0 **SCOPE OF PROJECT.**
- 2.0 **PROJECT SCHEDULE.**
- 3.0 **MEETINGS AND PROJECT MANAGEMENT**
- 4.0 **DELIVERABLES.**
- 5.0 **SPECIFIC GRU RESPONSIBILITIES.**
- 6.0 **BASIS OF COMPENSATION.** *(must be auditable to the rates on Attachment "A")*
- 7.0 **SPECIAL PROVISIONS.** The (choose one: City, GRU, CRA) Project Manager will be (name and contact information, including address) _____; and (Consultant/Firm's Name) _____'s Project Manager will be (name and contact information, including address) _____.

(add any other special provisions)

IN WITNESS WHEREOF, the parties hereto have executed this Task Assignment on the day first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original.

DO NOT SIGN – SAMPLE ONLY

Name of Consultant

Signature

Printed Name

Title

**CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES**

BY: _____
GRU Project Manager
(name & title)

Purchasing Representative

By: _____
(name)



ADDENDUM NO. 1

Date: January 28, 2020

Bid Date: February 25, 2020
at 3:00 P.M. (Local Time)

Bid Name: Citywide Sidewalk, Trail and Minor Roadway Construction Bid No.:DOMX-200017-SG

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

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 5:00 p.m. (local time), February 18, 2020. Questions may be submitted as follows:

Email: goodloess@cityofgainesville.org

or

Faxed (352) 334-3163

Attention: Scotty Goodloe

2. Please find attached:

- a) **Note Change: Section 2.3 Bidder Minimum Qualifications: This replaces bullet point #1 General Contractor’s License OR FDOT Certificate of Qualification with FDOT Approved Work Classes.**

2.3 BIDDER MINIMUM QUALIFICATIONS

~~• A copy of current general contracting license and certificate in the State of Florida shall be included in the proposal.~~

- b) Copy of the Cone of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters)

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

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.



ADDENDUM NO. 2

Date: February 11, 2020

Bid Date: February 25, 2020
at 3:00 P.M. (Local Time)

Bid Name: Citywide Sidewalk, Trail and Minor Roadway Construction Bid No.:DOMX-200017-SG

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

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 5:00 p.m. (local time), February 18, 2020. Questions may be submitted as follows:
Email: goodloess@cityofgainesville.org
or
Faxed (352) 334-3163
Attention: Scotty Goodloe
2. Please find attached:
 - a) Copy of the Cone of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters) distributed during the non-mandatory pre-bid meeting.
 - b) Copy of the pre-bid sign-in sheet for your information.
3. Scotty Goodloe, Procurement Division, discussed bid requirements.
 - a. Sign-in Sheet is circulating.
 - b. Bids are to be received electronically through Demandstar no later than 3:00 p.m. on February 25, 2020. Any bids received after 3:00 p.m. on that date will not be accepted.
 - i. Discussed bid questions deadline, due date, time and delivery location.
 - c. Send questions in writing to Scotty Goodloe via email or fax.
 - i. All communication through Scotty Goodloe. Do not communicate with other City Staff.
 - d. Discussed various forms (Living Wage, Local Preference, Reference Form, Minimum Requirements, Bonds)
 - i. Discussed proposal submission instructions, evaluation process
 - ii. Sign, date and upload all forms and addendums with submittal.
4. Scott Wright, Mobility Project Manager discussed the overview of different projects for this RFQ. Multiple projects for trails, multi-use paths, curb construction, minor roadway construction, sidewalks, and bus stop improvements. These projects will come out of the annual sidewalk budget or other available fund.

5. John Veilleux, Public Works Engineer discussed bonding limits for projects that exceed \$250,000. He also discussed how vendors will be selected for individual projects. When projects arise, the contractor will be provided a detailed description of the project scope (plans and specifications) and asked to provide a unit price or lump sum price proposal for completing the work.
6. Question: Will living wage be required for projects that are less than \$50,000?
Answer: No
7. Question: Are most of the projects in the Gainesville City limits?
Answer: Yes
8. Question: Should design firms submit Qualifications for this RFQ?
Answer: No, design for each project will be done internally by the City.
9. Question: Who is responsible for the material testing during projects?
Answer: The contractor is responsible.
10. Question: How much are the project estimates?
Answer: Each project varies depending on size, there is a \$2 million cap (not to exceed) on each project.
11. Question: How long is the contract for this solicitation?
Answer: The initial term is for 3 years with 2 possible (1) year extensions.
12. Question: Are bonds due at the time of the submittal?
Answer: No, bonds will be due when the project is awarded. The bond is based on project size. Bond is required for projects over \$250,000.
13. Question: Do any of the projects require vegetation removal?
Answer: Some projects may require demo and/or planting.
14. Question: Do we need to submit pricing?
Answer: No, the City is looking to qualify multiple vendors so they can choose from different vendors as projects arise. The City is seeking to have multiple vendors under continuing service contracts.

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

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.


Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

CITY OF GAINESVILLE
 GENERAL GOVERNMENT PURCHASING DIVISION
 NON-MANDATORY PRE-BID CONFERENCE
 CITYWIDE SIDEWALK, TRAIL AND MINOR ROADWAY CONSTRUCTION
 DATE: February 11, 2020 @ 10:00 AM LOCAL TIME
 BID #DOMX-200017-SG
 DUE DATE: February 25, 2020, AT 3:00PM LOCAL TIME

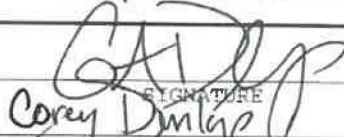
YOUR COMPANY'S LEGAL NAME, DBA NAME
 & ADDRESS

YOUR SIGNATURE, PRINTED NAME,
 PHONE NUMBER & EMAIL ADDRESS


1) Legal Name: Hicks Seal coating + striping
 DBA: Hicks Asphalt paving & concrete
6758 SWCR 344
Bell f) 32619 Ronnie@hicksape.com


 SIGNATURE
Travis G. Law
 PRINTED NAME
 PHONE # (352) 318-1371
 E-MAIL: trap0129@gmail.com


2) Legal Name: ECS Florida, LLC
 DBA: _____
6342 NW 15th Drive
Gainesville, FL 32653


 SIGNATURE
Corey Dunlap
 PRINTED NAME
 PHONE # (352) 221-9221
 E-MAIL: cdunlap@ecslimited.com

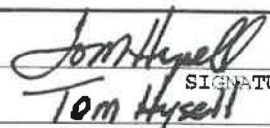
3) Legal Name: TSI Disaster Recovery
 DBA: _____
2523 Babcock Street
Melbourne, FL 32901


 SIGNATURE
Jessie Dominguez
 PRINTED NAME
 PHONE # (407) 361-5133
 E-MAIL: Jessie@tsidisaster.com

4) Legal Name: John Veilleux
 DBA: CITY OF GAINESVILLE
Public Works


 SIGNATURE
 PRINTED NAME
 PHONE # (352) 393-8418
 E-MAIL: veilleuxj@cityofgainesville.org

5) Legal Name: CHARLES PERRY PARTNERS, INC
 DBA: _____
8200 NW 15th Pl
Gainesville, FL 32606


 SIGNATURE
Tom Hysell
 PRINTED NAME
 PHONE # (352) 318-1055
 E-MAIL: tom.hysell@cppi.com

CITY OF GAINESVILLE
 GENERAL GOVERNMENT PURCHASING DIVISION
 NON-MANDATORY PRE-BID CONFERENCE
 CITYWIDE SIDEWALK, TRAIL AND MINOR ROADWAY CONSTRUCTION
 DATE: February 11, 2020 @ 10:00 AM LOCAL TIME
 BID #DOMX-200017-SG
 DUE DATE: February 25, 2020, AT 3:00PM LOCAL TIME

YOUR COMPANY'S LEGAL NAME, DBA NAME
 & ADDRESS

YOUR SIGNATURE, PRINTED NAME,
 PHONE NUMBER & EMAIL ADDRESS

6) Legal Name: ELEVATED DESIGN & CONSTRUCTION
 DBA: _____
2441 HW 43rd STREET, SUITE 5B
GAINESVILLE, FL 32606

[Signature]
 SIGNATURE
MICHAEL BEARD
 PRINTED NAME
 PHONE # (352) 872-5984
 E-MAIL: Michael@elevated.com

7) Legal Name: D.E. SCORPIO CORPORATION
 DBA: SCORPIO
3911 W. NEWBERRY RD
GAINESVILLE, FL 32607

[Signature]
 SIGNATURE
DONALD NELSON
 PRINTED NAME
 PHONE # (352) 363-6070
 E-MAIL: don@scorpio.com

8) Legal Name: Scott Wright
 DBA: COG Mobility Dept

 SIGNATURE

 PRINTED NAME
 PHONE # (_____) _____
 E-MAIL: _____

9) Legal Name: Diane Holder
 DBA: COG Procurement

 SIGNATURE

 PRINTED NAME
 PHONE # (_____) _____
 E-MAIL: _____

10) Legal Name: _____
 DBA: _____

 SIGNATURE

 PRINTED NAME
 PHONE # (_____) _____
 E-MAIL: _____

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

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

PART 1 – REQUEST FOR QUALIFICATIONS INFORMATION

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

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

Bid Cover Page.....	Page 1-2
Part 1 – Request for Qualifications Information.....	Page 3-5
Part 2 – Scope of Work	Page 6
Part 3 – How to Submit a Proposal.....	Page 8-10
Part 4 – Evaluation Process	Page 11
Part 5 – Selection Process.....	Page 12
Part 6 – Award	Page 13
Part 7 – General Information	Page 14-16
Part 8 – Sample Contract.....	Page 17-24
Part 9 – Exhibits	Page 25-30
Part 10 – No Bid Survey.....	Page 31

1.1 DISTRIBUTION OF INFORMATION

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

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

1.2 PRE-PROPOSAL MEETING/QUESTIONS/CLARIFICATIONS

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

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

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

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

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

1.3 RFQ TIME TABLE

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

RFQ available for distribution	(January 28, 2020)
--------------------------------	--------------------

[Non-Mandatory] Pre-Proposal Meeting	(February 11, 2020)
Deadline for receipt of questions	(February 18, 2020)
Deadline for receipt of proposals	(February 25, 2020) (3:00 p.m. local time)
Evaluation/Selection process	(TBD)
Oral presentations, if conducted	(TBD)
Projected award date	(TBD)
Projected contract start date	(TBD)

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

1.4 PROHIBITION OF LOBBYING

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

1.5 CONE OF SILENCE

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

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

1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Request for Qualifications are included in Part 3, 3.2 Consultant Qualifications. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

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

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

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.

- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

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

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

1.7 RESPONSIVENESS OF PROPOSAL

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

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PART 2 – SCOPE OF WORK

2.1 GENERAL DESCRIPTION

The City of Gainesville (hereafter “City”) is requesting the submission of Statements of Qualifications (RFQs) from professional construction firms for transportation and stormwater construction services, for establishment of a 3-year continuing services contract. Typical projects include but are not limited to sidewalks, multi-use trails, bus stop improvements, minor roadway and stormwater improvements, streetscapes, lighting, and landscaping. One or more firms may be included in the contract, with individual contract firms being selected for each project according to expertise and availability. Engineering professional services will be performed by owner-retained design professionals, or completed in-house. Requested services will consist of preconstruction cost estimates and work schedules; construction including concrete and asphalt paving, curbing, ramps, striping, signage, drainage/stormwater elements, and other associated improvements; and coordination of all sub-contractors, material suppliers, and utility owners. Projects may also require coordination with other agencies. The cost of the work will include all costs related to completing the work. Applicants shall be capable of providing performance and payment bonds for up to \$2 million per project for projects over \$250,000. When an individual Project arises, the Contractor will be provided a detailed description of the Project scope (plans and specifications when applicable) and asked to provide a unit price or lump sum price proposal for completing the work to the applicable OWNER Project Manager or other OWNER Designee.

2.2 SCOPE OF WORK

The City of Gainesville, Florida desires to employ the professional services of experienced, well qualified Construction Firms to perform sidewalks, multi-use trails, bus stop improvements, minor roadway and stormwater improvements, streetscapes, lighting, and landscaping for the City on an as-needed basis. The services requested herein are for Professional Services that will be employed. The contract shall be effective for the period beginning with the date of the executed contract and continue for a period of three (3) years. At its sole discretion, the City may elect to extend the contract for two (2) additional one (1) year periods upon mutual agreement from both parties

2.3 BIDDER MINIMUM QUALIFICATIONS

- General Contractor’s license or FDOT Certificate of Qualification with FDOT Approved Work Classes.
- A minimum of three (3) years in business and staff must have at least three (3) years of experience as a Contractor in sidewalk, trail, and/or minor roadway construction which may include streetscape, lighting, landscaping, stormwater, and maintenance of traffic
- Must have worked as a prime Contractor on a minimum of three (3) projects in this type of work with associated references. Projects must demonstrate:
 - a. Contractor’s satisfactory completion of stormwater work, including ponds, ditches, swales, drainage piping, NPDES compliance, dewatering, and OSHA compliance.
 - b. Contractor’s approach to, and experience with maintenance of traffic plans and ensuring access is maintained for businesses, residents and transit routes.
 - c. Contractor’s approach to, and experience with coordinating utility work. Also include examples of resolution of utility conflicts
 - d. Contractor’s approach to, and experience with maintaining schedule when unforeseen issues arise. Also include examples of resolution of conflicts and minimization of costs and schedule delays.
 - e. Contractor’s approach to, and experience with administrative work, complying with federal or other agency requirements, and experience with grant reporting.
 - f. Performed construction work utilizing Florida Department of Transportation and or Public Works standards and specifications.
- Bidder shall demonstrate that it complies with all applicable State and Federal professional licensing laws.
- By submitting the Statement of Qualifications, the bidder certifies that it has fully read and understands the RFQ and has full knowledge of general scope, nature, and quality of the work to be performed, the general requirements of the services to be provided, and the conditions under which the services are to be performed.

2.4 CITY RESPONSIBILITY

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

- Definition of scope of work for specific projects.
- Monitoring contractor’s progress for contract compliance.

- Provide information concerning project which is available in City files.
- Inform the contractor of any known City design parameters or requirements.

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PART 3 – HOW TO SUBMIT A PROPOSAL

Instructions to bidders: Proposals must contain each of the documents listed below; 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.

3.1 STATEMENT OF QUALIFICATIONS FORMAT

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

3.2 CONTENT OF PROPOSAL

Required Documents:

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

- a. RFQ Cover Page, Address each Minimum Qualification (Describe how your company meets each minimum qualification).
- b. Provide responses to all Statement of Qualifications that will communicate the capabilities of the proposer to successfully complete the project as stated in section 3.1.
- c. Reference Form
- d. Drug-Free Workplace Form
- e. Bidder Verification Form
- f. Certification of Compliance with Living Wage, if applicable to proposer
- g. Bidder's W-9
- h. Copy of any applicable, current licenses and/or certifications required by City/County/State
- i. Exceptions to the RFQ (refer to Part 3, 3.6 Exception to the RFQ)

3.3 PROPOSAL SUBMISSION INSTRUCTIONS

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

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

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

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

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

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

3.4 DISCLOSURE AND CONFIDENTIALITY

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

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
 - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in items 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
 - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
 - a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
 - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
 - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
 - d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

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

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

2. Upload a pdf version response of the REDACTED copy of the proposal. Include “REDACTED” in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

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

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

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

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

3.5 EXCEPTION TO THE RFQ

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

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

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

3.6 ONLY ONE BID

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

3.7 FULLY INFORMED BIDDER

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

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PART 4 – EVALUATION PROCESS

4.1 EVALUATION CRITERIA

a) **Selection and Evaluation Criteria**

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

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

b) **Technical Qualifications Evaluation**

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

c) **Written Proposal Evaluation**

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

d) **Presentation/Interview Evaluation**

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

e) **Other factors**

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

PART 5 – SELECTION PROCESS

The firm or firms will be selected from qualified businesses submitting statements as further described in Part 3, 3.1, “Statement of Qualifications Format” of this RFQ. Since this process does not involve services that would fall under CCNA, the selection process will be as follows:

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

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PART 6 – AWARD

6.1 TIE BIDS

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

6.2 DRUG-FREE WORKPLACE

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

6.3 CONTRACT TERMS AND CONDITIONS

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

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

6.4 CONTRACT AWARD

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

6.5 CONTRACT

The Contract to be entered into will designate the successful bidder as the City's Contractor. The successful proposer will be required to execute an agreement with the City in substantially the same format as found in Part 8.

6.6 BID PROTEST

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

6.7 RFQ POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

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

PART 7 – GENERAL INFORMATION

7.1 LOCAL PREFERENCE

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

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

7.2 SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

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

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

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

7.3 LIVING WAGE POLICY & COMPLIANCE

- This contract is a covered service. (Refer to the Living Wage Decision Tree in Part 9 - Exhibits)
 This contract is **not** a covered service.

Living Wage ordinance, Ordinance 020663, as amended in [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. Bidders should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", the prime contract amount exceeds the threshold amount, the bidder 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 \$12.3798 _____ per hour (Living Wage with Health Benefits) or \$13.6298 _____ per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the Certification of Compliance with Living Wage (refer to form in Part 9 – Exhibits), 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.

7.4 TAXES, CHARGES AND FEES

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

7.5 COSTS INCURRED BY BIDDERS

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

7.6 RULES; REGULATIONS; LICENSING REQUIREMENT

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

7.7 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.

7.8 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, bidder agrees that it:

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

7.9 PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

**7.10 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/
SETTLEMENTS/FINES/PENALTIES**

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

7.11 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

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

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

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

7.12 USE OF RFQ REPLY IDEAS

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 8 – SAMPLE CONTRACT

CONTRACT FOR _____

THIS CONTRACT (“Contract”), entered into on the ____ day of _____, 2015 between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), **insert address** and _____, (“Contractor”), **insert address**, taken together, shall be known as “Parties”.

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

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

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be one year, commencing on **insert date** and terminating on **insert date**. The Contract may be extended for an additional year, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of **insert date**.

Or

The term of the Contract shall be effective on the **insert date** and shall expire upon the Contractor’s satisfactory completion of the Scope of Services, unless otherwise terminated pursuant to this Contract.

AND In some instances

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

2. MULTI-YEAR CONTRACT.

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

3. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

4. CONTRACT DOCUMENTS.

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

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

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

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

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

A DELIVERY LOCATION:

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

B. DELAY

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

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

[OR]

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

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

[OR]

5. PARAGRAPH 5 INTENTIONALLY OMITTED.

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

6. COMPENSATION/PAYMENT.

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

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

6. INDEMNIFICATION.

The Contractor agrees, at its sole cost and expense, to indemnify, hold harmless, and defend the City and its officers, employees, and agents from all liabilities, damages, losses, claims, suits, causes of action, costs, or expenses of any kind or nature, including but not limited to reasonable attorneys' fees, for personal injury, death, property damage, or any other losses that arise from or are in any way connected with the negligence, recklessness, or intentional wrongful conduct of the Contractor and its officers, employees, and agents under the performance of this Contract. In effectuating the above, the Contractor shall at its sole expense assume and defend not only itself but also the City from any such claims, even if the claim is groundless, false, or fraudulent, provided the City retains the right to participate in the defense with its own counsel or counsel of its choosing at the City's own expense for attorneys' fees. This indemnification is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the Contractor under workers' compensation, disability, or other employee benefit acts, or the acceptance of insurance certificates required by this Contract, or the terms, applicability, or limitations of any insurance held by the Contractor. The City does not waive any rights against the Contractor that it may have by reason of this indemnification because of the City's acceptance of Contractor's insurance policies required by the City, and this indemnification applies to all damages and claims for damages of any kind suffered regardless of whether such insurance policies are determined to be applicable to any such damages or claims for damages. Nothing contained in this Contract may be interpreted as a waiver of the City's sovereign immunity as provided in Section 768.28, Florida Statutes, or as denying the City any remedy or defense available at law.

This section and indemnification will survive and be in full force and effect after any termination or expiration of this Contract.

Or for intergovernmental or Interlocal agreements:

Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents and employees.

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

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

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

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

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

9. SOVEREIGN IMMUNITY.

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

10. TERMINATION.

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

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

11. INDEPENDENT CONTRACTOR.

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

12. INTELLECTUAL PROPERTY AND WORK PRODUCT.

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

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

13. RECORDS AND RIGHT-TO-AUDIT.

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

14. CONTRACTOR'S ASSURANCES.

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in

the City's sole discretion, determines than any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

15. WARRANTY.

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

16. PUBLIC RECORDS.

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

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

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

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

17. DISPUTE RESOLUTION

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

18. ATTORNEY'S FEES AND COSTS.

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

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

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

[OR]

19. PARAGRAPH INTENTIONALLY OMITTED

20. APPLICABLE LAW AND VENUE.

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

21. DEFAULT AND REMEDIES.

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

22. NOTICES.

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

CITY:
City of Gainesville
Insert Department Name
Attn:
Insert Address

CONTRACTOR:
Insert Contractor's Information

23. SEVERABILITY.

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

24. INTEGRATION/MERGER.

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

25. MODIFICATION AND WAIVER.

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

26. CAPTIONS AND SECTION HEADINGS.

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

27. ASSIGNMENT OF INTEREST.

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

28. SUCCESSORS AND ASSIGNS.

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

29. THIRD PARTY BENEFICIARIES.

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

30. CONSTRUCTION.

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

31. COUNTERPARTS.

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

32. EXHIBITS.

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

CITY OF GAINESVILLE:

NAME OF COMPANY:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

PART 9 – EXHIBITS

The following documents/forms are included in this section:

- Drug-Free Workplace Form
- Bidder Verification Form
- Reference Form
- Living Wage Decision Tree
- Certification of Compliance with Living Wage

DRUG-FREE WORKPLACE FORM

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

_____ does:

(Name of Proposer)

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

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

Bidder's Signature

Date

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

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: YES NO

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

- Business Tax Receipt
- Zoning Compliance Permit

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

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

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

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree:

(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 employs 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.

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

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

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

Bidder's Name

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

REFERENCE FORM

Name of Bidder: _____

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

#1 Year(s) services provided (i.e. 1/2016 to 12/2019): _____

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

#2 Year(s) services provided (i.e. 1/2016 to 12/2019): _____

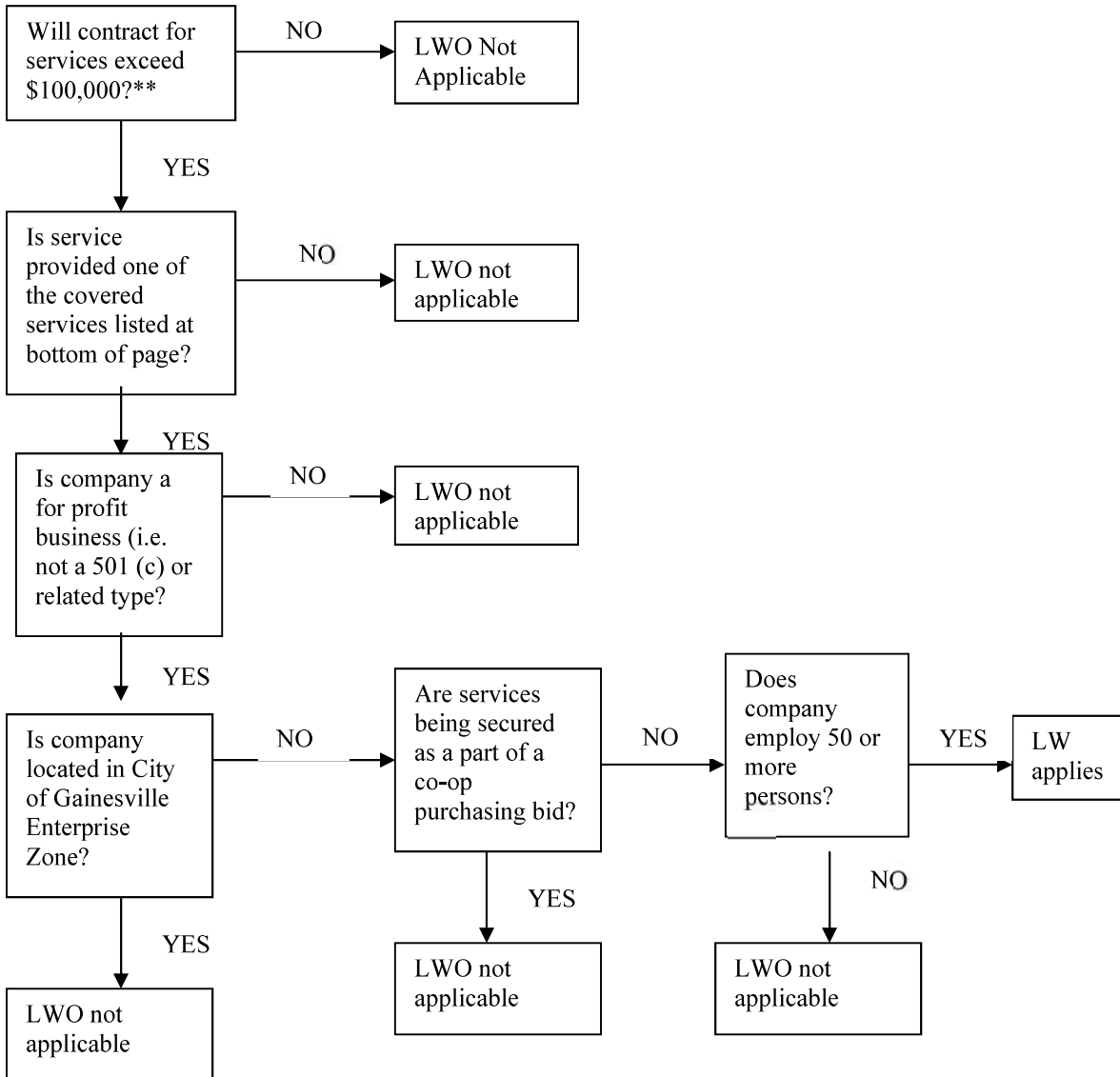
Company Name: _____
Address: _____
City, State Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Email Address (if available): _____

#3 Year(s) services provided (i.e. 1/2016 to 12/2019): _____

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

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.

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)

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

This page must be completed and returned with your Submittal, if the Living Wage Ordinance applies to bidder.

PART 9 – NO BID SURVEY

GENERAL GOVERNMENT PROCUREMENT DIVISION SURVEY BID INFORMATION

RFQ #:

DUE DATE:

@ 3:00 pm

PROPOSAL TITLE:

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: _____

Proposer Name: _____

Address: _____

Are you a small business? YES NO

Are you a service-disabled veteran business? YES NO

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