

CONTRACT FOR CULTURAL ARTS CENTER STUDY

THIS CONTRACT is entered into this 7th day of OCTOBER, 2022, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and AMS PLANNING & RESEARCH CORP., a Connecticut corporation registered to do business in Florida (“CONTRACTOR”).

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish services for a cultural arts center study as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached and made a part of this Contract described in the Request for Qualifications referenced below:
 - a. This Contract
 - b. Addendum No. 2 dated May 2, 2022
 - c. Addendum No. 1 dated April 27, 2022
 - d. Request for Qualifications RFQ No. #CMGR-220052-DH dated April 8, 2022
 - e. CONTRACTOR’s Proposal dated May 6, 2022

The work authorized in this Contract shall be Phases 1 and 2 as described in the Proposal, with Phase 3 to possibly be added by amendment upon the conclusion of Phase 2. In the event of conflict or inconsistency between in 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.

2. The Contract shall commence upon execution and shall continue until all work is completed, unless earlier terminated in accordance with paragraph 10, below. Time is of the essence, and all work shall be completed by September 30, 2023.

3. 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.

4. CONTRACTOR shall staff the projects with the team members identified in its Proposal as well as such other qualified individuals at CONTRACTOR’s own expense, as required to carry out and perform the Scope of Services of this Contract; in the event any such personnel discontinue employment with CONTRACTOR, CONTRACTOR shall promptly replace such personnel on CONTRACTOR’s project team with individuals approved by CITY, in writing, which approval will not be unreasonably withheld. CONTRACTOR’s project team members shall

not be employees of or have any personal fiscal relationship with any employees or officials of the CITY. Failure of CONTRACTOR for any reason to staff projects under this Contract with qualified personnel to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

5. The CITY, for any reason, may request the removal of an individual from CONTRACTOR's project team. Any changes in personnel require mutual written consent of the parties.

6. CONTRACTOR shall perform all the services, and none of the work or services under this Contract shall be subcontracted without prior written approval of the CITY. It is understood that subcontractors presented as part of a team in CONTRACTOR's Proposal or for any individual project are considered approved by the CITY.

7. 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 Agreement, 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). 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 circumstances preventing continued performance and the efforts being made to resume performance of this Contract. In such event, the CONTRACTOR's contract price and schedule shall be equitably adjusted, if impacted.

8. CITY shall pay CONTRACTOR a fixed amount of One Hundred Five Thousand Dollars (\$105,000.00) for the full and faithful performance of this Contract, in accordance with the price breakdown in the Proposal for Phases 1 and 2. There shall be no reimbursable expenses, other than for travel for more than eight (8) on-site workshops in Gainesville, in which case reimbursement shall be in accordance with the CITY's travel policies for its employees. If, based on the CITY's review of the Phase 2 deliverable, the CITY elects to proceed with Phase 3

of the Proposal, the prices for Phase 3 in the Proposal shall apply, as adjusted and mutually agreed for any changes in scope. The CITY shall pay the CONTRACTOR upon verified invoice within 45 days of receipt.

9. Except as otherwise provided herein, reports and other deliverables which CONTRACTOR prepares and delivers to the CITY pursuant to this Contract shall become the property of the CITY when CONTRACTOR has been compensated for services rendered. With the exception of work product developed in whole or in part by the CITY, nothing contained in this paragraph shall be construed as limiting or depriving CONTRACTOR from its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Contract.

10. Termination.

a. Termination for Convenience. CITY shall have the right to terminate the Contract, in whole or in part, without cause, upon ten (10) 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. Termination of the Contract or a portion thereof shall neither relieve the CONTRACTOR of its responsibilities for the completed work nor shall it relieve its surety of its obligation for and concerning any just claim arising out of the work performed.

b. Termination for Default. CITY shall have the right to terminate the Contract, in whole or part, if CONTRACTOR fails to observe or perform or is guilty of a substantial violation of any provision of the Contract, after serving at least ten (10) calendar days' written notice to CONTRACTOR of CITY's intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract. If, after default under this subsection, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, or that CITY is not entitled to the remedies against CONTRACTOR provided herein, then CONTRACTOR's remedies against CITY shall be the same as and limited to those afforded

CONTRACTOR pursuant to the subsection title Termination for Convenience which appears above.

11. 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 in the full performance of the Contract Documents. 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.

12. CONTRACTOR shall maintain the following insurance throughout the term of this Contract. CONTRACTOR shall furnish the CITY a certificate of insurance in a form acceptable to the CITY, which gives the CITY 30 days written notice (except the CITY will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:

- Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
- Professional Liability Insurance in the amount of \$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). The City of Gainesville (200 E. University Ave., Gainesville, FL 32601) 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).

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

14. E-Verify. Section 448.095, Florida Statutes states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's

E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

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

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

17. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of laws provisions. In the event of any legal action under this Agreement, venue shall be in Alachua County, Florida for any State court action and Gainesville, Florida for any federal court action.

18. 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:

- a. Keep and maintain public records required by the CITY to perform the service.
- b. Upon request from the CITY's custodian of public records, provide the CITY 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 Chapter 119, F.S., 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, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANDREW PERSONS, (352) 393-8610, PERSONSAW@GAINESVILLEFL.GOV, P.O. BOX 490 MAIL STATION 6, GAINESVILLE, FL 32627.

19. Any notice, demand, communication, or request required or permitted hereunder shall be in writing, and (1) delivered in person; (2) sent by certified, return receipt requested, United States Mail to the address below; or (3) sent by email to the email address, below, and the sender receives a read receipt or an acknowledgement that recipient has received the email (if the sender receives an automated message that the email has not been delivered, the email does not constitute notice).

City of Gainesville
PO Box 490, Station 20
Gainesville, FL 32627
Attn: Roxana Gonzalez, Director
Parks, Recreation and Cultural Affairs
gonzalezrn@gainesvillefl.gov

AMS Planning & Research Corp.
107 John St., Suite 1E
Southport, CT 06890
Attn: Steven A. Wolff, President
ams@ams-online.com

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

21. 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.

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

23. This Contract, together with the attached Contract Documents, constitutes the entire agreement between the parties. Any modification to the Contract shall only become effective on signed written agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written.

CITY OF GAINESVILLE

AMS PLANNING & RESEARCH CORP.


Cynthia Curry (Oct 7, 2022 17:53 EDT)

Cynthia W. Curry
Interim City Manager



Steven A. Wolff
President

Date: Oct 7, 2022

Date: Oct 7, 2022

Approved as to form and legality:


David C. Schwartz (Oct 7, 2022 17:50 EDT)

Assistant City Attorney

BID COVER (Non CCNA)

City of
Gainesville

Procurement Division
(352) 334-5021(main)

Issue Date: April 8, 2022

REQUEST FOR QUALIFICATIONS: #CMGR-220052-DH
Planning, Design Development and Operation of a Cultural Arts Center

PRE-PROPOSAL MEETING: Non-Mandatory Mandatory N/A Includes Site Visit
DATE: April 22, 2022 TIME: 10:30 am
LOCATION: Zoom meeting

QUESTION SUBMITTAL DUE DATE: April 28, 2022 @ 3:00 pm

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

DUE DATE FOR UPLOADING PROPOSAL May 6, 2022 @3:00pm

SUMMARY OF SCOPE OF WORK:

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

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

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

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

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # 1

Legal Name of Bidder: AMS Planning & Research Corp.

DBA: _____

Authorized Representative Name/Title: Steven A. Wolff, Principal

E-mail Address: ams@ams-online.com FEIN: 06-1325544

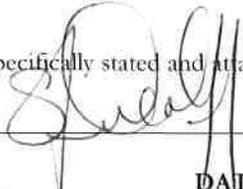
Street Address: 107 John Street, Suite 1E, Southport, CT 06890

Mailing Address (if different): P.O. Box 423, Southport, CT 06890

Telephone: (203) 256-1616 Fax: (_____) _____

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

SIGNER'S PRINTED NAME: Steven A. Wolff DATE: May 6, 2022

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

DRUG-FREE WORKPLACE FORM

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

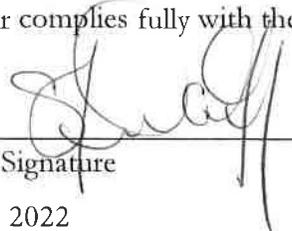
AMS Planning & Research Corp.

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

May 6, 2022

Date

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

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: YES NO

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

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

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

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

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# F96000002465)

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

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

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

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

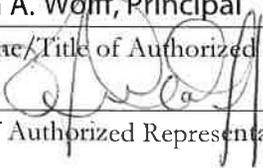
Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.

AMS Planning & Research Corp.

Bidder's Name

Steven A. Wolff, Principal

Printed Name/Title of Authorized Representative



May 6, 2022

Signature of Authorized Representative

Date



City of Gainesville

Request for Qualifications

#CMGR-220052-DH

Planning, Design Development and
Operation of a Cultural Arts Center

May 6, 2022

A. Table of Contents

B. Introduction	1
C. Minimum Qualifications	3
D. Experience	4
E. Project Team.....	6
F. Work Plan.....	8
G. Proposed Budget & Narrative..... (Seperate document)	
H. Samples of Relevant Work.....	14
I. Required Documents	15



B. Introduction

May 6, 2022

City of Gainesville Selection Committee

To the City of Gainesville Selection Committee,

It is our pleasure to submit a proposal to assist the City in defining a vision for the development of a cultural arts center in East Gainesville. We understand that it is the City's desire to offer artistic experiences, arts education, and cultural connections in a facility that enhances community engagement and visitor experiences. Additionally, we understand that the City would like to assess whether the Duval Early Learning Academy site would accommodate the programming to achieve the City's vision or if a different solution is required.

AMS is uniquely qualified to assist the City in this endeavor. Our firm, now in its 34th year is solely dedicated to the strategic, operational, and financial planning and implementation of arts and cultural facilities. The team we have comprised for this project includes colleagues with which we have decades-long experience and many successful projects: Wilson Butler Architects, Fisher Dachs Associates theatre planners, and Venue cost consultants. Our professional relationships have spanned over 30 years. We are particularly active in Florida, including a 25-year relationship with Miami-Dade County where we were fortunate to participate in realizing more than \$2 Billion in cultural assets including the Adrienne Arsht Center, South Dade Cultural Center, Little Haiti Cultural Center, and Lyric Theater in Miami. Current projects in Florida including Gulfshore Playhouse in Naples and a feasibility study for a new arts and events center in Panama City, Florida.

AMS is particularly adept at working within both diverse and culturally specific populations. Our project leaders, Steven Wolff, Principal and Lynette Turner have worked together for over 24 years. Recent projects have included working with the Santa Clara Pueblo community in New Mexico to determine the feasibility of cultural center that would highlight the art and heritage of the Santa Clara Pueblo peoples. In Pittsburgh, AMS was engaged by the Hill Community Development Corporation to evaluate the potential to reactivate the historic Granada Theater, a traditional African-America destination, with a combination of civic, educational and arts and entertainment programming to return energy and activity to the Hill District community. And in Punta Gorda, Florida, AMS was engaged to assist Harborside Center for the Arts (HCA) in determining the nature of a new cultural facility that would best serve the community for decades to come.



AMS is honored to support arts and culture venue and organizational development across many communities, at many different scales and across many different forms.

More information regarding our practice can be found at www.ams-online.com.

Our knowledge base ranges from informal and experimental spaces to highly visible civic endeavors; from long-tenured institutions to emerging enterprises. Our work ranges from facility planning and development to strategic and operational planning. We believe the key is clarity of vision, which enables a broad community embrace of compelling and communal experiences.

We would be delighted to review our approach with you to answer any questions you may have.

Sincerely Yours,

AMS Planning & Research Corp. (an S-Corp)
107 John Street, Suite 1E
Southport, CT 06890

Steven A. Wolff, Principal (primary contact)

P: (203) 256-1616

E: SWolff@ams-online.com

Cc: ams@ams-online.com



C. Minimum Qualifications

AMS was founded in 1988 with a deep commitment to the role of the arts in our communities. Our team has participated in the successful development of \$11 billion in capital facilities for the arts, ranging from small projects to those costing hundreds of millions of dollars. We guide feasibility studies, project development efforts, and provide implementation planning on arts projects of every type and every scale.

Our process for understanding the Gainesville community is comprised of a review of pertinent background data, combined with interviews of key community stakeholders and opportunities to gain public input regarding needs and aspirations for the implementation of the potential cultural center.

AMS has worked extensively with public agencies in the planning and development of cultural centers. We maintain a 25-year working relationship with the Department of Cultural Affairs in Miami-Dade County. During that time included the inventory of cultural organizations in the community has grown from 350 to more than 1,100. Working closely with the Department of Cultural Affairs, AMS has developed county-wide facility plans, undertaken detailed planning for more than a dozen organizations (including return engagements for several) and worked closely with county government to develop and execute a cultural policy that touches all aspects of the arts, public art and tourism.

Below is a selected list of representative projects assessing feasibility and planning implementation for cultural arts centers.

- New Tampa Cultural Center – Feasibility Study, 2003
- Little Haiti Cultural Campus, Miami, FL – Opened in 2008
- Miramar Cultural Arts Center Business Plan, 2008, and Operational Assessment, 2013
- South Dade Cultural Center, Miami, FL – Opened in 2011
- NYC Dept. of Cultural Affairs, Staten Island Children’s Museum Strategic Plan, 2013
- El Paso, TX Urban Planning Services, 2014
- Ball & Socket Arts, Cheshire, CT, Business plan, 2015
- Yakama Nation Feasibility Study and Business Plan, 2016
- Santa Clara Pueblo, Cultural Arts Center Feasibility Study, 2016
- Harborside Center for the Arts, Punta Gorda, FL, 2019
- Panama City Performing Arts and Event Center, Panama City, Florida, 2022

Our notion of moving organizations beyond “sustainable” to “vital” enterprises is built on fundamental changes in how success is defined for arts and culture, how arts enterprises engage with their communities and their partners, and how a next-generation business model might work. As a result, success is measured not only by the level of activity and excellence, but also by the effectiveness and entanglement in the community; the creation of lasting public value.



D. Experience

Santa Clara Pueblo

Feasibility Study and Market Analysis for a New Cultural Arts Museum for Santa Clara Pueblo

Client: Santa Clara Pueblo

Contact: Ben Chavarria, Director Rights Protection & THPO
Santa Clara Pueblo

E: bchavarria@santaclarapueblo.org

P: (505) 692-6285



In 2016 AMS was commissioned to conduct a feasibility study and market analysis for a new cultural arts museum/cultural center for Santa Clara Pueblo (SCP). SCP, located on the Rio Grande River, about 90 miles north of Albuquerque, was established around 1550. With a population of 1,086, the SCP is listed on the National Register of Historic Places. The Pueblo is one of eight Northern Pueblos, from the Tewa ethnic group of Native American members who comprise this community.

Our 4-phased approach comprised an intensive market analysis incorporating interviews with individual tribal and area community leaders selected in collaboration with the Steering Committee and SCP staff, regional cultural leadership interviews, demographic, socioeconomic, and consumer analysis, a tourism contact scan, and a market & SWOT analysis workshop.

AMS defined trends and exemplars, identified best practices, and potential challenges. We then conducted a project concept workshop where AMS and the study committee refined a project concept which outlined the facility type and the kind of activities it would accommodate.

The result was the determination that SCP would benefit from having a Cultural Center to meet the needs of the SCP community, as well as engage those outside of the Pueblo in programs and activities that teach about and celebrate the Pueblo culture. Keys to success were cited as building and maintaining ongoing support from the community, fostering interest in coming to/using the facility, securing an appropriate site, and establishing a business plan to guide development and operation. Subsequently, AMS worked with the Pueblo to define funding opportunities, develop community partnerships, and further defined programming that would be engaging for youth.



Facility Feasibility and Management Recommendations Granada Theater

Location: Pittsburgh, PA

Client: Hill District Community Development Corporation, Inc.



In 2019, the Hill CDC engaged AMS Planning & Research to assist in understanding the potential uses, operating economics, and operating structure of part of the New Granada Square redevelopment project. AMS's role in this complex, long-running effort was to study the opportunities and document a set of management recommendations specifically for the entertainment venues in the New Granada Theater. This historic theater was host to major African American touring artists, and the two venues – a 900-seat hall and a 100-seat black box space – represent important components of the New Granada Square initiative.

In a series of workshops with AMS, Hill CDC leadership framed success for the venues and shaped a vision of what the ideal nature and frequency of activity would be in the entertainment venues. AMS supported this work with an exploration of marketplace trends, the competitive environment for entertainment venues locally and regionally, and brought original research into best practice and comparable venues to the fore. Based on feedback and key objectives shared by the Hill CDC, as well as by project funding partners at the Heinz Foundation, AMS prepared a pro forma operating model together with management recommendations. A critical finding of this work was that an operating partnership with a commercial entity would be highly desirable; this learning created opportunity for the Hill CDC to approach local commercial promoters and venue operators, to begin to understand synergies.

Harborside Center for the Arts Feasibility Study

Location: Punta Gorda, FL

Client: Harborside Center for the Arts

AMS was engaged in 2019 to assist Harborside Center for the Arts (HCA) in determining the nature of a cultural facility that would best serve the Punta Gorda community for decades to come. The goals of the project included establishing a shared definition of long-term success and vision for the City; collaboratively exploring the range of options for development; understanding the physical, site, economic, and development implications of the various scenarios; and defining a strategy for implementation. AMS embarked on a four-phased process that analyzed the Punta Gorda market, explored the range of opportunities, defined physical, site, economic and development implications of the preferred approach, and identified the key steps and timing to get from concept to implementation and opening.

As the project advanced, AMS provided general administrative assistance for HCA, moving to the next steps of technical planning for the proposed arts center, supporting institutional advancement and governance as well as providing on-going management counsel.



E. Project Team



AMS has confirmed that each of the team members listed below has capacity to work on the project.

Steven Wolff, AMS Planning & Research, would co-lead the project, and the main point of contact for project leadership, guiding the project process and providing oversight to achieve project goals and objectives. Steven would be present at all site visits and key meetings.

Lynette Turner, AMS Planning & Research, would co-lead the project, overseeing community input, coordination of project tasks, organizing and interpreting data, and coordinating and formatting all project related communication.

Tom Hains, AIA Wilson Butler Architects, would serve as project architect, providing input to the assessment of site and facility requirements and would be responsible for the preparation of a conceptual site plan and sample renderings.

Joseph Mobilia, Fisher Dachs Associates, would serve as cultural facility consultant, providing input to the assessment of site and facility requirements, specific to the of facility that is envisioned.

Nakoto Rentz, Venue, would serve as cost estimator.



Steven A. Wolff, AMS Principal, MFA, Yale University - 35 yrs. experience

Steven has guided projects from needs assessment through project definition to site selection, financing and project implementation, operation, and re-imagination. He has worked extensively within Miami-Dade County in the development and planning initiatives for South Dade Cultural Center, Little Haiti Cultural Campus, and GableStage. Current engagements in Florida include work in Panama City to determine the feasibility of a new event and performing arts center, and the implementation of Gulfshore Playhouse in Naples.

Lynette Turner, AMS Senior Associate, BFA , University of Utah – 35 yrs. experience

Lynette assists clients maneuver their organizations through the complexities of the 21st century. She is committed to incorporating diverse voices and perspectives as an integral part of AMS's study process. Her work has included feasibility, operations and business planning studies for the Santa Clara Pueblo Tribe, in New Mexico, the Yakama Nation, in Yakama, Washington, as well as the evaluation of the DanceMotion USA(sm) international cultural exchange program for the Department of State and Brooklyn Academy of Music.

Joe Mobilia, Fisher Dachs Associates Principal, Project Manager – 45 yrs. experience

Joe has consulted on hundreds of projects of every type and size. He guides projects from programming and feasibility to completion of construction. He works with multi-faceted stakeholder groups from board members to audience representatives, and recognizing arts and cultural facilities as important community resources as well as entertainment destinations. He strives to help clients make these buildings exciting and engaging places to work in, to visit, and to appreciate live performance.

Nakoto Rentz, Venue. Associate Principal, Cost Consultant, BS, Construction Engineering Technology, Florida A&M University – 20 yrs. experience

Nakoto has collaborated with design and construction teams for US projects and has assisted, in varying capacity, on over 50 complex projects, ranging in single project size of \$10 million to over \$100 million. Nakoto is responsible for establishing project budgets at all design stages, including cost control, value engineering, local market cost research, and contractor/construction manager bid and GMP validation.

Tom Hains, AIA, Boston Society of Architects, Wilson Butler Architects, Principal, Architect, B.Arch., Boston Architectural College – 27 yrs. Experience

Since Wilson Butler Architects' (WBA) founding in 1997, Tom Hains has brought his creative touch and eye for detail to many of Wilson Butler Architects' projects. He was the firm's first employee and Associate before becoming a Principal in 2010. Tom's role on projects includes initial planning through construction administration with much of his expertise utilized in the early project stages of programming, master planning, conceptual design, and feasibility studies. Tom's innate ability to analyze challenges at both the macro and micro scales, together with providing design team leadership, make him an invaluable asset to a project team. Projects include, Boston Arts Academy, Boston, MA, Cape Cod Center for the Arts, Dennis, MA, Broward Center for the Performing Arts, Fort Lauderdale, FL, Parker Playhouse, Fort Lauderdale, FL, Calderwood Pavilion, Boston Center for the Arts, Boston, MA, College of Fine Arts, Boston University, Boston, MA



F. Work Plan

Phase 1: Situation Analysis

1. Background Review

To begin the study, AMS would compile and review existing studies and reports, including the City's Vision 2020 Master Plan, the 352 Arts Roadmap, the City's most recent Comprehensive Plan, specific to Cultural Affairs, as well as Cultural Affairs Data & Analysis and any other pertinent background and history related to East Gainesville and the Duval Early Learning Academy site.

2. Project Kick-Off

AMS would meet with the City's project leadership team to confirm the work plan and project timeframe, define project goals, and gather additional insight into the community, and existing conditions.

3. Key Stakeholder Interviews

AMS and FDA would meet with project leadership to develop a list of 15-25 key stakeholders to be interviewed by AMS and FDA, to gain an understanding of contextual issues, existing and potential partnerships, level of support for the proposed project, whether renovation of the Duval Early Learning Academy, or new construction, and other opportunities.

4. Cultural Asset Mapping

To gain understanding about local and regional factors that may impact project viability and programming, AMS would inventory performing arts and cultural assets, facilities, and programs in the East Gainesville market area and within 300-mile radius. This inventory would provide a map of assets and summarize characteristics, activities, admission and facility rental pricing structures, ownership and operating constructs, and attendance data broken down by locals and visitors (as available). We would source data for the inventory from available databases (including our own), funders, local government(s), and directly from stakeholders, users, and facility operators we engage within the stakeholder interview process (noted above).

5. User Engagement & Prospective Needs Survey

In addition to stakeholder interviews, AMS would meet with potential facility users in small groups and/or individually to understand their needs, challenges, ideas, and recommendations for a renovated or new facility. We would also work with City staff to develop and distribute a short on-line survey to allow prospective



cultural center users to define their needs and forecast their use of a renovated or new facility.

6. Community Input Meeting

AMS would gather input to inform perceptions of the project and to gain feedback on needs, interests, and expectations. This open session will help leadership assess the community's level of interest and support for the proposed project. AMS would work with the City's project leadership team (and others as appropriate) to ensure that these meetings are well publicized and are inclusive of a broad and diverse constituency of community stakeholders.

7. Visioning/Defining Success Workshop

We would develop and facilitate an Active Thinking Game with project leadership, designed to assist in articulating a vision for the potential facility and 'definition of success.' This workshop would bring together our shared foundation of knowledge, areas of opportunity and challenges, and assist in prioritizing the role(s) of a potential cultural arts center. The game would also engage discussion of the resources necessary to realize the center's role within the East Gainesville community.

Deliverable: .pdf of Success Workshop deck

Phase 2: Defining the Vision

1. Case Studies & Best Practices

AMS would assess current trends for comparable museum and cultural arts venues in up to three peer markets. We would document the breadth of programming and the types of facilities, identify areas of growth, or decline regarding participation, and explore current and emerging innovations across the arts, culture, and event sector to provide a foundation for decision-making regarding facilities.

2. Site & Building Assessment (Duval Learning Academy)

FDA would examine both the conditions of the existing building and the potential uses of the Duval Early Learning Academy site. Analysis would include the building's space, accessibility, life safety, and envelope.

3. Scenario Development (Renovation/New Construction - 3 options)

The consulting team would develop a series of scenarios (up to 3) that encompass multiple options regarding spaces, programming, management, and operating scenarios. Scenarios would include examination of likely capital and operational financial implications, and planning level timeline for facility development.



Attention would be paid to potential impacts on existing organizations, facility users, and neighborhood stakeholders.

4. Scenario Workshop & Report

AMS would convene the CAC and PP&R staff to review and evaluate the scenarios developed by the AMS team. Consultants will facilitate evaluation based on alignment with vision and purpose, as well as financial constraints and community impacts.

Deliverable: A preferred / recommended scenario will be selected for further modelling; deliverable will be available for public comment following review by the City's project leadership team.

Phase 3: Plan Development

1. Activity Profile

AMS would use learnings and inputs to date to develop an activity profile for a base year of operations under the preferred scenario. We would estimate the number of programs, events, and other activities (including partners and third-party renters).

2. Facility Program & Order of Magnitude Capital Cost Estimate

Based on the identified optimal program, outlined by FDA, Venue Cost Consultants would draw on their knowledge of cultural facilities and local and regional conditions to develop a range of preliminary capital costs for the proposed facility on an 'order of magnitude' basis. This would include allowances for construction costs, furnishings, fixtures, equipment, soft costs, and other owners/project costs to arrive at a holistic understanding of capital expenses associated with the preferred scenario.

3. Governance & Management Recommendations

AMS would recommend an appropriate governance, staffing, and operating structure for the renovated venue based on the definition of success, project goals, best practices findings, capacity of key players, and likelihood of collaboration and partnerships. We would consider potential organizational structures including public and private options and partnership models between resident non-profit organizations, creative businesses, and other entities.

4. Pro Forma Operating Model

AMS would prepare a pro forma operating forecast. This would include projected income from operations including program fees, rentals, leases, concessions, and contributed revenue; and forecast operating expenses including staffing level with associated salaries and wages, payroll costs, advertising, administration,



maintenance and repairs, utilities, presentation costs, equipment leases/rentals, insurance, overhead and capital reserves, and an analysis of net gain/loss.

5. Economic & Social Impact

Utilizing a “regional input-output model” (RIMS) developed especially for the arts by Americans for the Arts (AFTA), AMS would calculate the direct and indirect benefits of the development and operation of the proposed cultural center as well as documenting other community and social benefits. AMS would provide a summary report documenting the direct and indirect economic and community development impacts of the renovated or new facility, programming, and financial profile. The report would document direct economic activity, calculations of full-time jobs created during both renovation or construction, and operation, household income paid to residents and revenue generated for local and state governments.

6. Conceptual Site Plan + Renderings

Our architectural team member, Wilson Butler Architects (WBA) will be involved in much of the overall project from the Kick-off and Program Development / Verification through the final Conceptual Site Plan and illustrative renders. Along the way, WBA will be an integral part of the needs assessment and Visioning Workshop where they will bring their extensive experience in arts and arts education to explore the possibilities and the most productive response to serve the East Gainesville community. Working closely with the City of Gainesville, project stakeholders, and our team’s cost estimator, Venue, WBA will conduct site analysis and investigate “test-fit” options on identified alternate sites (3), culminating in design directions in alignment with the Cultural Arts Center’s needs and budget. Their effort will then progress to the preparation of conceptual site/building plans and illustrative renders founded in community involvement, visions, and support, within the framework of East Gainesville’s cultural identity.

7. Vision Report and Recommendation for Next Steps - Presentation

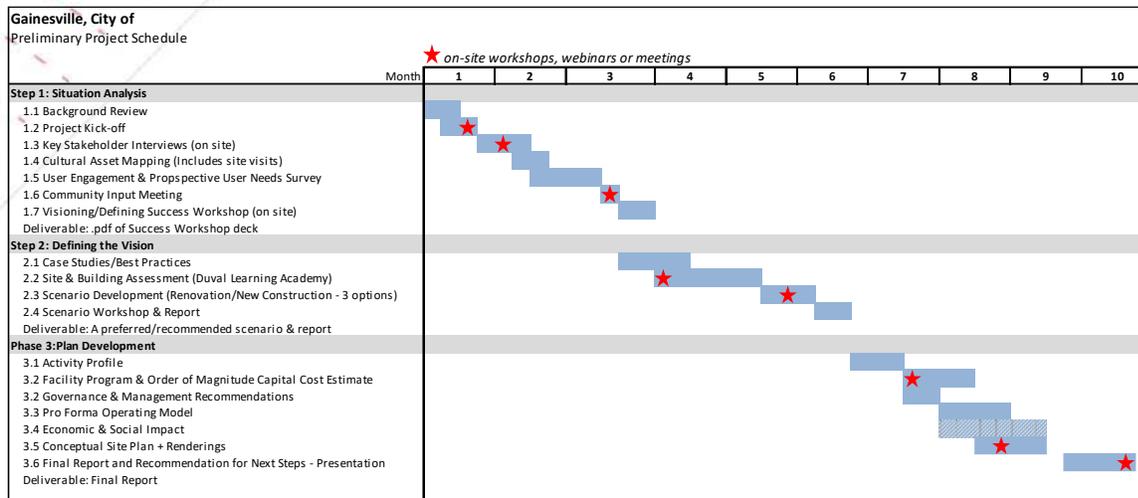
To conclude the study’s work, AMS would submit a final report, including an executive summary with analysis of scenarios as well as presentation of recommendations and financial estimates and forecasts, with relevant appendices. Drafts would first be shared with the City’s project leadership team and refinements made as appropriate before finalizing the document and delivering presentations to City leadership and the public.

Deliverable: Vision report.



Proposed Timeline

AMS and our team are able to complete the project in approximately 10 months as required by the RFP (subject to adjustment for holidays) providing timely scheduling and availability of City staff and stakeholders. Our phasing requires slightly different timing as illustrated below.





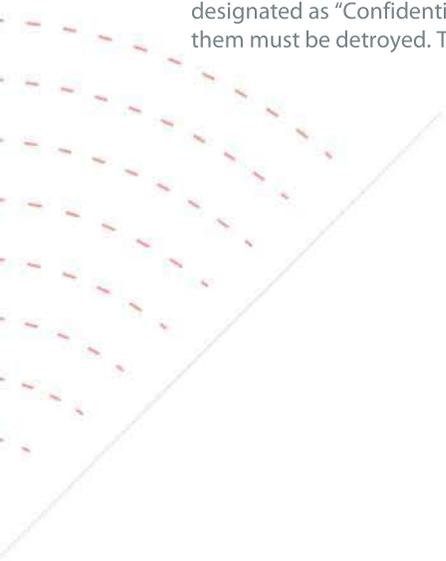
H. Samples of Relevant Work

See attached. This page is intentionally blank



I. Required Documents

Due to the proprietary nature of AM's work, there are limited examples that we can provide. All of the attached are designated as "Confidential and Proprietary" as work product and may only be used for evaluation purposes and them must be destroyed. Thank you.



DRUG-FREE WORKPLACE FORM

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

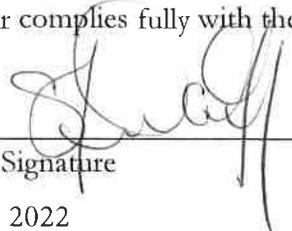
AMS Planning & Research Corp.

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

May 6, 2022

Date

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

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: YES NO

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

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

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

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

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# F96000002465)

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

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

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

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

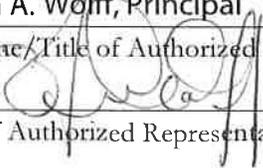
Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.

AMS Planning & Research Corp.

Bidder's Name

Steven A. Wolff, Principal

Printed Name/Title of Authorized Representative



May 6, 2022

Signature of Authorized Representative

Date

1.3 At-Will Employment

Employment at this company is at-will. An at-will employment relationship can be terminated at any time, with or without reason or notice by either the employer or the employee. The at-will employment status of each employee cannot be altered by any verbal statement or alleged verbal agreement of company personnel. It can only be changed by a legally binding, written contract covering employment status. An example of this would be a written employment agreement for a specific duration of time.

Section 2 – Workplace Commitments

2.1 Equal Opportunity/Affirmative Action

It is the practice of AMS Planning & Research Corp. to provide equal employment opportunity in employment to qualified individuals regardless of race, color, religion, age, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, gender identity, genetic information or any other legally protected class in accordance with all applicable laws.

This commitment extends to all employment decisions, including but not limited to recruiting, hiring, promotion, training, compensation, discipline, and to all terms, benefits, privileges and conditions of employment. Discrimination in violation of this practice is prohibited and will not be tolerated.

Any situation that allegedly violates the above standards should immediately be brought to the attention of the Managing Director or Principal. The complaint will be respected and kept as confidential as possible, with information provided only to those individuals necessary to the investigation and resolution.

At AMS, we are committed to equity, diversity and inclusion in our work environment. To that end, we have adopted the following statement:

People Drive Success

AMS appreciates each person's uniqueness, celebrates diversity, and is committed to equity, inclusion and accessibility across all aspects of our work. We appreciate the vibrancy this offers, and we foster an atmosphere where all have the space to be themselves, learn from each other, and thrive professionally and personally.

2.2 Non-Harassment Policy / Non-Discrimination Policy

In compliance with sexual harassment training laws and to promote a positive work environment, all employees are required to participate in an on-line harassment prevention training course.

ADDENDUM NO. 1



Date: April 27, 2022

Bid Date: May 6, 2022
at 3:00 P.M. (Local Time)

Bid Name Planning, Design Development and Operation
Of a Cultural Arts Center

Bid No.: CMGR-220052-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the non-mandatory pre-bid conference held on April 22, 2022.

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), April 28, 2022. Questions may be submitted as follows:
Email: Diane Holder holderds@cityofgainesville.org
2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-524 Prohibition of Lobbying in Procurement Matters) distributed during mandatory pre-bid meeting.
 - b) Copy of the Pre-Proposal registrants for your information.
3. Diane Holder Procurement Division, discussed bid requirements.
 - a. This is a non-mandatory meeting.
 - b. The cone of silence (blackout period) began once the solicitation was released and continues until contract award. No lobbying or discussions can occur between bidder and any representative of the City or GRU, except the designated purchasing staff contact; otherwise your bid will be disqualified.
 - c. Questions/Answers and topics of discussion addressed at this pre-bid will be available in an addendum for download through DemandStar.
 - d. Send questions in writing to Diane Holder via email
 - i. All communication through Diane Holder only. Do not communicate with other City staff.
 - e. Upload your response in PDF format before the due date and time.
 - f. Proposals must be uploaded to Demandstar by 3:00 p.m. on May 6, 2022. This platform does not accept late submittals.
 - g. Various forms are to be completed and returned with your proposal.
 - i. Sign, date and return all Addenda.

4. Cintya Ramos, City Manager's office, discussed the project scope.
- The City is seeking an experienced consulting firm that specializes in planning, design development and operation of a Cultural Arts Center. That consulting firm will be working with the City staff, external stakeholders and community members to gather information on what may be needed for a Cultural Arts Center. Some of the steps to getting to that are mapping out all the Cultural Arts centers in the city and putting together a feasibility study of what this could look like. We are looking for best practice case study research on other cultural arts facilities that have been successful in other areas that are similar to the City of Gainesville.

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

5. Question: At the time of the published bid, the contract start date was listed as TBD. Do you have a general goal date for starting the project?
Answer: The City is looking to get started as soon as the contract is fully executed.
6. Question: Do you have an anticipated budget for the overall project?
Answer: The City is looking to the firms to provide an appropriate budget for this project but does expect proposals to be highly competitive.
7. Question: Do you have an anticipated budget per service/deliverable required of this project (i.e. project management, cultural asset mapping, best practice/case study research)?
Answer: No.
8. Question: Are you considering contracting with several vendors to work together within the same scope of work - for example, would you consider hiring a Gainesville-located consultant to serve as a local representative of the project, provide local insight, project management, communication, and vendor relations/management services with the other selected vendors?
Answer: The City is looking for firms to provide a proposal of what they think will work best. An understanding of the local city, with knowledge specific to Gainesville, is important.

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

9. Question: On page 12, Section I the samples of relevant work. You just mentioned that you are looking for case studies and feasibility studies. Are you looking for more feasibility studies for cultural art centers or are you looking for ones that had feasibility studies and then are built and open? Because it asks for data where available. Is that the type of data you are looking for, after the center is open and you are collecting data from the center?
Answer: The City is looking for case studies of other already existing cultural arts centers. If the City of Gainesville were to recommend moving forward with a Cultural Arts Center, a feasibility study would be needed for that and is expected to be included as part of the deliverable for this project. In addition, when researching case studies, some cultural arts centers report to the Department of Justice data on adolescent participation in the cultural arts center has lessened

their involvement in crime or negative activities. This type of information is along the lines of the research the City is looking for as part of the case studies.

10. Question: Do you expect that this project will be led by an architect, physical planner that has experience designing cultural art centers or by a consultant that specializes in research, planning, feasibility studies?

Answer: The City is looking for the firms to propose a structure that best meets the goal of the solicitation.

11. Question: In regards to facilities and the end goal for the feasibility study. Is the City looking to build a performing arts center, auditorium theatre or is it going to be more focused on some outdoor type venues from some of the information that I've uncovered on the internet.

Answer: The City is looking for research that will help drive a recommendation based on other facilities in the City and what they are providing/or not providing.

12. Question: I'm sure you are not trying to compete with the Philips Center and UF. So I'm gauging the size of the facility. There wasn't mention of an auditorium or theatre type facility. More educational and other things like that.

Answer: The City is not looking to compete with the Philips Center or UF.

13. Question: You had mentioned in the proposal that you are looking for the cost and budget of the project. Don't you mean that would be in the feasibility study after commissioned? We have no idea without sitting down with anybody on the scope or size, and cost of something unless we spend months doing a study.

Answer: The City research conducted by the firm will determine what the budget for a cultural arts center, if recommended, could be.

14. Question: Also is there any funding from the state that's going to be available. I did see some preliminary numbers in the vision plan of \$12.75M. Is that for the estimated cost producing the feasibility study after implementing the feasibility study?

Answer: The City does not have funds set aside for a cultural arts center.

15. Question: So there will be fundraising efforts after the feasibility is done with renderings.

Answer: The City will determine funding needs if a recommendation is made to move forward with a cultural arts center.

16. Question: Are there been any numbers thrown around on what you will fundraise.

Answer: No.

17. Question: Will you be providing the list of those registered for this meeting?

Answer: Yes.

NOTE: PART 9 – SAMPLE CONTRACT – Section 8 INSURANCE is revised as follows:

INSURANCE.

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	<u>N/A</u>
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	<u>\$1,000,000</u> per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	<u>\$500,000</u> per occurrence combined single limit for bodily injury and property damage
Property Damage insurance	<u>[N/A]</u> per occurrence combined single limit for bodily injury and property damage

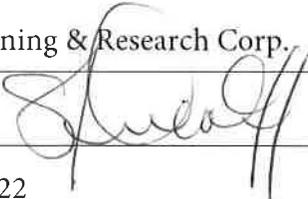
B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

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

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: AMS Planning & Research Corp.
BY: 
DATE: May 6, 2022

CITY OF _____ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

41-524 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.

Non-Mandatory Pre-Proposal Meeting
CMGR-220052-DH
Held on April 22, 2022

<u>Registrants</u>	<u>Email Address</u>	<u>Registration Date</u>
sarah king	sking@prosserinc.com	4/22/2022 10:34
Roxana Gonzalez	GONZALEZRN@cityofgainesville.org	4/22/2022 10:31
Tony Jones	jonestr@cityofgainesville.org	4/22/2022 10:29
Cintya Ramos	ramoscg@cityofgainesville.org	4/22/2022 10:26
Carrie Blake	carrie@webbmgmt.org	4/22/2022 9:26
melanie sowers	sowersma@cityofgainesville.org	4/22/2022 9:18
Michael Blachly	mblachly@fsu.edu	4/21/2022 12:35
Rebecca Smith	rsmith@mindproconsultants.com	4/21/2022 8:55
Michael Richmond	m.richmond@brameheck.com	4/20/2022 11:34
Anita Seeratan	anita.seeratan@keenindependent.com	4/19/2022 14:21
Shannon Braddy	shannonb@chw-inc.com	4/19/2022 11:54
Amanda Wiegman	amanda@wjarc.com	4/19/2022 11:39
Mike Vela	mvela@hksinc.com	4/15/2022 16:26
Philip Jordan	pjordanxc@gmail.com	4/15/2022 16:24
Carrie Read	cread@smeinc.com	4/15/2022 11:46
Christina LoBiondo	christina@marblefairbanks.com	4/14/2022 15:37
Maggie Chaffin	mchaffin@dlrgroup.com	4/14/2022 15:17
James Casciato	jcasciato@theatreprojects.com	4/12/2022 13:20
Tom Decker	tdecker@arquitectonica.com	4/12/2022 9:59



ADDENDUM NO. 2

Date: May 2, 2022

Bid Date: May 6, 2022
at 3:00 P.M. (Local Time)

Bid Name Planning, Design Development and Operation
Of a Cultural Arts Center

Bid No.: CMGR-220052-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the non-mandatory pre-bid conference held on April 22, 2022.

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

1. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-524 Prohibition of Lobbying in Procurement Matters) distributed during mandatory pre-bid meeting.

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

2. Question: Regarding Part 4 of the RFQ, item 4.2 states the Contents of the Proposal should include "B. Table of Contents." As the RFP does not specify a section "A," please confirm if this is correct or if Proposer's should organize their responses beginning with "A. Table of Contents."

Answer: Please organize the responses follows:

- A. Table of Contents
- B. Introduction
- C. Minimum Qualifications
- D. Experience
- E. Project Team
- F. Work Plan
- G. Proposed Budget and Narrative
- H. Samples of Relevant Work (at least three)
- I. Required Documents

3. Question: Section F: Project Team states that there is a two-page maximum. Resumes are required for this section, are resumes excluded from the page count?

Answer: Resumes should be no more than 1 page.

4. Question: Under RFP Section 4.2 (page 11), the description below item E — Experience states there is a 2-page limit and instructs Proposers to provide project descriptions for three similar projects and reference information for one project. Project descriptions are also required for item I — Samples of Relevant Work (page 12) and a reference form is attached to the solicitation?

Answer: Revised Section D (former section E) - Experience: A description of the firm's relevant experience and capabilities must be provided listing three culturally sensitive projects conducted in the past seven (7) years describing the scope of services provided and the outcome. These projects will be further detailed in section H – Samples of Relevant Work. Current contact information for a project manager or individual familiar with at least one project must be included. Also identify the firm's experience working for local governments. (2-page maximum)

Revised Section H (former section I) – Samples of Relevant Work: Include information on the three culturally sensitive projects referenced in Section D – Experience including data on the proposed and actual impact on visitor experiences (where data is available). (2-page maximum per sample)

5. Question: Please confirm (a) whether project descriptions and reference information can be duplicated in response to item E; and (b) whether or not the page limit still applies to Section E.

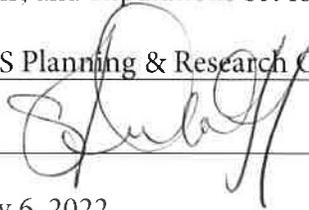
Answer: Please see response to Question 4.

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: AMS Planning & Research Corp.

BY: 

DATE: May 6, 2022

CITY OF _____ FINANCIAL SERVICES GAINESVILLE PROCEDURES MANUAL

41-524 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: May 2, 2022

Bid Date: May 6, 2022
at 3:00 P.M. (Local Time)

Bid Name Planning, Design Development and Operation
Of a Cultural Arts Center

Bid No.: CMGR-220052-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the non-mandatory pre-bid conference held on April 22, 2022.

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

1. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-524 Prohibition of Lobbying in Procurement Matters) distributed during mandatory pre-bid meeting.

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

2. Question: Regarding Part 4 of the RFQ, item 4.2 states the Contents of the Proposal should include "B. Table of Contents." As the RFP does not specify a section "A," please confirm if this is correct or if Proposer's should organize their responses beginning with "A. Table of Contents."
Answer: Please organize the responses follows:
 - A. Table of Contents
 - B. Introduction
 - C. Minimum Qualifications
 - D. Experience
 - E. Project Team
 - F. Work Plan
 - G. Proposed Budget and Narrative
 - H. Samples of Relevant Work (at least three)
 - I. Required Documents
3. Question: Section F: Project Team states that there is a two-page maximum. Resumes are required for this section, are resumes excluded from the page count?
Answer: Resumes should be no more than 1 page.

4. Question: Under RFP Section 4.2 (page 11), the description below item E — Experience states there is a 2-page limit and instructs Proposers to provide project descriptions for three similar projects and reference information for one project. Project descriptions are also required for item I — Samples of Relevant Work (page 12) and a reference form is attached to the solicitation?

Answer: Revised Section D (former section E) - Experience: A description of the firm’s relevant experience and capabilities must be provided listing three culturally sensitive projects conducted in the past seven (7) years describing the scope of services provided and the outcome. These projects will be further detailed in section H – Samples of Relevant Work. Current contact information for a project manager or individual familiar with at least one project must be included. Also identify the firm’s experience working for local governments. (2-page maximum)

Revised Section H (former section I) – Samples of Relevant Work: Include information on the three culturally sensitive projects referenced in Section D – Experience including data on the proposed and actual impact on visitor experiences (where data is available). (2-page maximum per sample)

5. Question: Please confirm (a) whether project descriptions and reference information can be duplicated in response to item E; and (b) whether or not the page limit still applies to Section E.

Answer: Please see response to Question 4.

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

41-524 **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. 1



Date: April 27, 2022

Bid Date: May 6, 2022
at 3:00 P.M. (Local Time)

Bid Name Planning, Design Development and Operation
Of a Cultural Arts Center

Bid No.: CMGR-220052-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications and to the attendees of the non-mandatory pre-bid conference held on April 22, 2022.

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

1. Any questions shall be submitted in writing to the City of Gainesville Purchasing Division by 3:00 p.m. (local time), April 28, 2022. Questions may be submitted as follows:
Email: Diane Holder holderds@cityofgainesville.org
2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-524 Prohibition of Lobbying in Procurement Matters)) distributed during mandatory pre-bid meeting.
 - b) Copy of the Pre-Proposal registrants for your information.
3. Diane Holder Procurement Division, discussed bid requirements.
 - a. This is a non-mandatory meeting.
 - b. The cone of silence (blackout period) began once the solicitation was released and continues until contract award. No lobbying or discussions can occur between bidder and any representative of the City or GRU, except the designated purchasing staff contact; otherwise your bid will be disqualified.
 - c. Questions/Answers and topics of discussion addressed at this pre-bid will be available in an addendum for download through DemandStar.
 - d. Send questions in writing to Diane Holder via email
 - i. All communication through Diane Holder only. Do not communicate with other City staff.
 - e. Upload your response in PDF format before the due date and time.
 - f. Proposals must be uploaded to Demandstar by 3:00 p.m. on May 6, 2022. This platform does not accept late submittals.
 - g. Various forms are to be completed and returned with your proposal.
 - i. Sign, date and return all Addenda.

4. Cintya Ramos, City Manager's office, discussed the project scope.
- The City is seeking an experienced consulting firm that specializes in planning, design development and operation of a Cultural Arts Center. That consulting firm will be working with the City staff, external stakeholders and community members to gather information on what may be needed for a Cultural Arts Center. Some of the steps to getting to that are mapping out all the Cultural Arts centers in the city and putting together a feasibility study of what this could look like. We are looking for best practice case study research on other cultural arts facilities that have been successful in other areas that are similar to the City of Gainesville.

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

5. Question: At the time of the published bid, the contract start date was listed as TBD. Do you have a general goal date for starting the project?
Answer: The City is looking to get started as soon as the contract is fully executed.
6. Question: Do you have an anticipated budget for the overall project?
Answer: The City is looking to the firms to provide an appropriate budget for this project but does expect proposals to be highly competitive.
7. Question: Do you have an anticipated budget per service/deliverable required of this project (i.e. project management, cultural asset mapping, best practice/case study research)?
Answer: No.
8. Question: Are you considering contracting with several vendors to work together within the same scope of work - for example, would you consider hiring a Gainesville-located consultant to serve as a local representative of the project, provide local insight, project management, communication, and vendor relations/management services with the other selected vendors?
Answer: The City is looking for firms to provide a proposal of what they think will work best. An understanding of the local city, with knowledge specific to Gainesville, is important.

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

9. Question: On page 12, Section I the samples of relevant work. You just mentioned that you are looking for case studies and feasibility studies. Are you looking for more feasibility studies for cultural art centers or are you looking for ones that had feasibility studies and then are built and open? Because it asks for data where available. Is that the type of data you are looking for, after the center is open and you are collecting data from the center?
Answer: The City is looking for case studies of other already existing cultural arts centers. If the City of Gainesville were to recommend moving forward with a Cultural Arts Center, a feasibility study would be needed for that and is expected to be included as part of the deliverable for this project. In addition, when researching case studies, some cultural arts centers report to the Department of Justice data on adolescent participation in the cultural arts center has lessened

their involvement in crime or negative activates. This type of information is along the lines of the research the City is looking for as part of the case studies.

10. Question: Do you expect that this project will be led by an architect, physical planner that has experience designing cultural art centers or by a consultant that specializes in research, planning, feasibility studies?

Answer: The City is looking for the firms to propose a structure that best meets the goal of the solicitation.

11. Question: In regards to facilities and the end goal for the feasibility study. Is the City looking to build a performing arts center, auditorium theatre or is it going to be more focused on some outdoor type venues from some of the information that I've uncovered on the internet.

Answer: The City is looking for research that will help drive a recommendation based on other facilities in the City and what they are providing/or not providing.

12. Question: I'm sure you are not trying to compete with the Philips Center and UF. So I'm gauging the size of the facility. There wasn't mention of an auditorium or theatre type facility. More educational and other things like that.

Answer: The City is not looking to compete with the Philips Center or UF.

13. Question: You had mentioned in the proposal that you are looking for the cost and budget of the project. Don't you mean that would be in the feasibility study after commissioned? We have no idea without sitting down with anybody on the scope or size, and cost of something unless we spend months doing a study.

Answer: The City research conducted by the firm will determine what the budget for a cultural arts center, if recommended, could be.

14. Question: Also is there any funding from the state that's going to be available. I did see some preliminary numbers in the vision plan of \$12.75M. Is that for the estimated cost producing the feasibility study after implementing the feasibility study?

Answer: The City does not have funds set aside for a cultural arts center.

15. Question: So there will be fundraising efforts after the feasibility is done with renderings.

Answer: The City will determine funding needs if a recommendation is made to move forward with a cultural arts center.

16. Question: Are there been any numbers thrown around on what you will fundraise.

Answer: No.

17. Question: Will you be providing the list of those registered for this meeting?

Answer: Yes.

NOTE: PART 9 – SAMPLE CONTRACT – Section 8 INSURANCE is revised as follows:

INSURANCE.

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	<u>N/A</u>
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	<u>\$1,000,000</u> per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	<u>\$500,000</u> per occurrence combined single limit for bodily injury and property damage
Property Damage insurance	<u>[N/A]</u> 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.

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

41-524 **Prohibition of Lobbying in Procurement Matters**

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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.

Non-Mandatory Pre-Proposal Meeting
CMGR-220052-DH
Held on April 22, 2022

<u>Registrants</u>	<u>Email Address</u>	<u>Registration Date</u>
sarah king	sking@prosserinc.com	4/22/2022 10:34
Roxana Gonzalez	GONZALEZRN@cityofgainesville.org	4/22/2022 10:31
Tony Jones	jonstr@cityofgainesville.org	4/22/2022 10:29
Cintya Ramos	ramoscg@cityofgainesville.org	4/22/2022 10:26
Carrie Blake	carrie@webbmgmt.org	4/22/2022 9:26
melanie sowers	sowersma@cityofgainesville.org	4/22/2022 9:18
Michael Blachly	mblachly@fsu.edu	4/21/2022 12:35
Rebecca Smith	rsmith@mindproconsultants.com	4/21/2022 8:55
Michael Richmond	m.richmond@brameheck.com	4/20/2022 11:34
Anita Seeratan	anita.seeratan@keenindependent.com	4/19/2022 14:21
Shannon Braddy	shannonb@chw-inc.com	4/19/2022 11:54
Amanda Wiegman	amanda@wjarc.com	4/19/2022 11:39
Mike Vela	mvela@hksinc.com	4/15/2022 16:26
Philip Jordan	pjordanxc@gmail.com	4/15/2022 16:24
Carrie Read	cread@smeinc.com	4/15/2022 11:46
Christina LoBiondo	christina@marblefairbanks.com	4/14/2022 15:37
Maggie Chaffin	mchaffin@dlrgroup.com	4/14/2022 15:17
James Casciato	jcasciato@theatreprojects.com	4/12/2022 13:20
Tom Decker	tdecker@arquitectonica.com	4/12/2022 9:59

BID COVER (Non CCNA)



Procurement Division
(352) 334-5021(main)

Issue Date: April 8, 2022

REQUEST FOR QUALIFICATIONS: #CMGR-220052-DH
Planning, Design Development and Operation of a Cultural Arts Center

PRE-PROPOSAL MEETING: [X] Non-Mandatory [] Mandatory [] N/A [] Includes Site Visit
DATE: April 22, 2022 TIME: 10:30 am
LOCATION: Zoom meeting

QUESTION SUBMITTAL DUE DATE: April 28, 2022 @ 3:00 pm

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

DUE DATE FOR UPLOADING PROPOSAL May 6, 2022 @3:00pm

SUMMARY OF SCOPE OF WORK:

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

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

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

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

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

Legal Name of Bidder: _____
DBA: _____
Authorized Representative Name/Title: _____
E-mail Address: _____ FEIN: _____
Street Address: _____
Mailing Address (if different): _____
Telephone: (_____) _____ Fax: (_____) _____

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

SIGNER'S PRINTED NAME: _____ DATE: _____

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 (NON CCNA).....	1
PART 1 – REQUEST FOR QUALIFICATIONS INFORMATION	2
PART 2 – SCOPE OF WORK.....	5
PART 3 – PRICE PROPOSAL.....	10
PART 4 – HOW TO SUBMIT A PROPOSAL	11
PART 5 – EVALUATION PROCESS.....	15
PART 6 – SELECTION PROCESS	16
PART 7 – AWARD.....	17
PART 8 – GENERAL INFORMATION.....	18
PART 9 – SAMPLE CONTRACT	21
PART 10 – EXHIBITS	29
PART 11 – NO BID SURVEY	33

1.1 DISTRIBUTION OF INFORMATION

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

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

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

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

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

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

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

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

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

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

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

You are invited to a Zoom meeting.

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

Register in advance for this meeting:

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

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

AND

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

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

You are invited to a Zoom meeting.

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

Register in advance for this meeting:

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

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

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

1.3 RFQ TIME TABLE

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

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

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

1.4 PROHIBITION OF LOBBYING

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

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

1.5 CONE OF SILENCE

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

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

1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

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

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

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

These criteria consider the bidder's capability to perform:

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

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

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

1.7 RESPONSIVENESS OF PROPOSAL

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

PART 2 – SCOPE OF WORK

2.1 GENERAL DESCRIPTION

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

2.2 SCOPE OF WORK

I. Overview

A. The City of Gainesville

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

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

B. East Gainesville

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

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

The demographics east of Main Street can be summarized as:

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

C. Cultural Arts Center

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

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

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

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

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

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

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

II. Scope of Work

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

A. Desired Skills

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

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

B. Deliverables

Produce a final report detailing:

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

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

III. Timeline for implementation

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

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

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

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

2.3 BIDDER MINIMUM QUALIFICATIONS

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

2.4 CITY RESPONSIBILITY

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

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

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PART 3 – PRICE PROPOSAL

3.1 Price Proposal

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

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

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

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

NOTE: If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.

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PART 4 – HOW TO SUBMIT A PROPOSAL

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

4.1 STATEMENT OF QUALIFICATIONS FORMAT

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

4.2 CONTENT OF PROPOSAL

The Contents of the Proposal should include:

B. Table of Contents

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

C. Introduction

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

D. Minimum Qualification

Address each Minimum Qualification.

E. Experience

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

F. Project Team

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

G. Work Plan

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

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

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

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

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

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

J. Required Documents:

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

4.3 PROPOSAL SUBMISSION INSTRUCTIONS

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

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

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

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

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

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

4.4 DISCLOSURE AND CONFIDENTIALITY

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

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

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

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

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

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

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

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

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

4.5 EXCEPTION TO THE RFQ

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

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

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

4.6 ONLY ONE BID

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

4.7 FULLY INFORMED BIDDER

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

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PART 5 – EVALUATION PROCESS

5.1 EVALUATION CRITERIA

a) **Selection and Evaluation Criteria**

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

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

b) **Technical Qualifications Evaluation**

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

c) **Written Proposal Evaluation**

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

d) **Presentation/Interview Evaluation**

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

e) **Other factors**

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

PART 6 – SELECTION PROCESS

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

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

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PART 7 – AWARD

7.1 TIE BIDS

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

7.2 DRUG-FREE WORKPLACE

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

7.3 CONTRACT TERMS AND CONDITIONS

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

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

7.4 CONTRACT AWARD

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

7.5 CONTRACT

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

7.6 BID PROTEST

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

7.7 RFQ POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

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

PART 8 – GENERAL INFORMATION

8.1 REIMBURSABLES

If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.

8.2 LOCAL PREFERENCE

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

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

8.3 SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

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

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

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

8.4 LIVING WAGE REQUIREMENTS

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

Section 2-619. – Living Wage Requirements.

- (a) The following are requirements of each service contractor/subcontractor:
- (1) A service contract or/subcontractor shall pay a living wage to each of its covered employees during the time they are providing the covered services.
 - (2) A copy of the living wage rate shall be posted by the service contractor/subcontractor in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request.

- (3) Each service contractor shall make all of its service subcontractors aware of the requirements of this division and shall include the contract provisions listed in the **Sample Contract** under the *Living Wage* paragraph in each of its service subcontracts to ensure compliance with this article. The city shall not be deemed a necessary or indispensable party in any litigation between the service contractor and a subcontractor.
- (4) A service contractor/subcontractor shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage under this division. A covered employee who claims their employer has not paid them a living wage as required by this division may file a written complaint with the city.
- (5) Each service contractor/subcontractor shall produce payroll records, and any other requested documentation to the city as necessary for the city to audit or investigate compliance with or a reported violation of this division.

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

8.5 TAXES, CHARGES AND FEES

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

8.6 COSTS INCURRED BY BIDDERS

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

8.7 RULES; REGULATIONS; LICENSING REQUIREMENT

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

8.8 RECORDS/AUDIT

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

8.9 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, bidder agrees that it:

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

8.10 PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

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

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

8.12 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

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

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

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

8.13 USE OF RFQ REPLY IDEAS

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

8.14 E-VERIFY REQUIREMENT

Section 448.095, Florida Statute states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. The Contractor shall (1) utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

8.15 INTERNATIONAL PROPOSER REQUIREMENTS

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

8.16 SPECIALITY FUNDING, IF APPLICABLE

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PART 9 – SAMPLE CONTRACT

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

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

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

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be effective on **insert date** and shall expire **insert date**, unless otherwise terminated pursuant to this Contract.

AND In some instances

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

2. SCOPE OF SERVICES.

Planning, design development and operation of a Cultural Arts Center. The consulting firm will work with the City, external stakeholders and community members to create a vision for a Cultural Arts Center in East Gainesville, including an assessment of site and facility requirements commensurate with the vision, as more specifically described in the Specifications.

3. CONTRACT DOCUMENTS.

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

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

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

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

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

A DELIVERY LOCATION:

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

B. DELAY

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

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

[OR]

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

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

[OR]

4. PARAGRAPH INTENTIONALLY OMITTED.

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

5. COMPENSATION/PAYMENT.

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

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes. Contractor will be paid electronically as an electronic funds transfer (EFT).

6. INDEMNIFICATION.

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

7. ANTI-DISCRIMINATION.

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

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

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

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

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

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

9. SOVEREIGN IMMUNITY.

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

10. LIVING WAGE.

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

[OR]

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

11. **TERMINATION.**

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

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

12. **MULTI-YEAR CONTRACT.**

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

13. **INDEPENDENT CONTRACTOR.**

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

14. **INTELLECTUAL PROPERTY AND WORK PRODUCT.**

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

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

15. **RECORDS AND RIGHT-TO-AUDIT.**

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

16. CONTRACTOR'S ASSURANCES.

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

17. WARRANTY.

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

18. PUBLIC RECORDS.

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

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

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

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

19. DISPUTE RESOLUTION

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

20. ATTORNEY’S FEES AND COSTS.

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

21. FORCE MAJEURE (not needed if paragraph 4 is blank)

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

[OR]

21. PARAGRAPH INTENTIONALLY OMITTED

22. APPLICABLE LAW AND VENUE.

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

23. DEFAULT AND REMEDIES.

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

24. NOTICES.

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

CITY:

City of Gainesville
Insert Department Name
Attn:
Insert Address

CONTRACTOR:

Insert Contractor’s Information

25. SEVERABILITY.

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

26. INTEGRATION/MERGER.

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

27. MODIFICATION AND WAIVER.

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any

right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

28. CAPTIONS AND SECTION HEADINGS.

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

29. ASSIGNMENT OF INTEREST.

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

30. SUCCESSORS AND ASSIGNS.

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

31. THIRD PARTY BENEFICIARIES.

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

32. CONSTRUCTION.

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

33. COUNTERPARTS.

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

34. EXHIBITS.

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

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

NAME OF COMPANY:

CITY OF GAINESVILLE:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

PART 10 – EXHIBITS

The following documents/forms are included in this section:

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

DRUG-FREE WORKPLACE FORM

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

_____ does:

(Name of Proposer)

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

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

Bidder's Signature

Date

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

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: YES NO

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

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

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

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

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

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

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

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

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

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

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

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

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

Bidder's Name

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

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

REFERENCE FORM

Name of Bidder: _____

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

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

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

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

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

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

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

PART 11 – NO BID SURVEY

**GENERAL GOVERNMENT
PROCUREMENT DIVISION SURVEY
BID INFORMATION**

RFQ #: CMGR-220052-DH

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

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

IF YOU DO NOT BID

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

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

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

Bidder Name: _____

Address:

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

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