BACKGROUND

1. The City of Ocala is accepting proposals from qualified assessment methodology consulting firms to assist with the design, development, and implementation of the program to fund all or a portion of the City's fire protection and rescue costs. The scope does not include the provision of legal services, which will be provided by the City Attorney's office or the City's special legal counsel. The City will award to one consulting firm.

EXPERIENCE AND LICENSING REQUIREMENTS

Consulting Firm shall:

1. Have a minimum of 10 years' experience in providing consulting services regarding non-ad valorem assessments imposed to fund fire protection and rescue services in the State of Florida using various methodologies for assessments notated in Task 2.
2. Have the ability to obtain the minimum insurance requirements set forth in the agreement.
3. Be free from legal and regulatory matters that might prevent the consulting firm from fulfilling the obligations of the agreement.
4. Meet performance standards and deliverables described herein as consulting firm responsibilities.
5. Licensing Requirement: Bidder must be licensed and legally qualified, properly certified to perform fire assessment maintenance services proposed by this Solicitation within the State of Florida.
6. Awarded Vendors shall comply with all applicable provisions of Section 787.06, Florida Statutes. Specifically, all non-governmental Vendors shall provide the City of Ocala with an affidavit signed by an officer or a representative under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services as defined in Section 786.06(2), Florida Statutes.

   If not previously provided, the affidavit may be downloaded from the link below, completed, and notarized.
   https://www.ocalafl.gov/home/showpublisheddocument/29503

INSURANCE REQUIREMENTS

1. **Commercial General Liability:** with limits of $1,000,000 per occurrence/$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than $1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.
4. **Professional Liability/Errors & Omissions:** with limits of $5,000,000. Coverage must continue three (3) years after contract expiration.

CONTRACT TERM

1. The initial term of the agreement will commence upon contract execution and will continue for a period of three (3) years. The City reserves the right to renew this agreement under the same terms and conditions for two (2) one (1) year periods at the end of the initial term, provided such renewal is mutually agreed upon by the parties in writing.

2. The City intends that the first year of the initial three (3) year term will include initial development and implementation of the Program, followed by two years of support for annual administration including updating, certifying, and delivering the approved assessment roll to the Marion County Tax Collector.

GENERAL REQUIREMENTS

1. The consulting firm shall provide all labor, materials, tools, equipment, and documentation necessary to perform the services set forth in the Scope of Services.
2. Non-Ad Valorem Assessment Program for Fire Protection and Rescue Services.

ANTICIPATED TASKS

1. **Task 1: Baseline Analysis & Legal Defensibility Framework**
   The consulting firm must establish a compliant legal foundation that separates assessable fire protection benefits from non-assessable services, to include compliance with the City of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002) constraints on ALS/EMS inclusion.

   A. **Cost-Allocation Separation**: Review the City of Ocala Fire Rescue operational, capital, and administrative budgets.

   B. **Data Integration**: Extract, clean, and analyze a minimum of three trailing years of incident response data.

   C. **Property Appraiser Database Alignment**: Obtain and process the current master parcel file from the Marion County Property Appraiser. The consulting firm will audit and cross-reference land-use codes, structural square footages, and geographic boundaries to ensure total alignment with the service area.

2. **Task 2: Methodology Development & Rate Apportionment Options**
   The consulting firm must formulate a minimum of two (2) distinct allocation models to distribute costs fairly across residential, commercial, industrial, institutional, and vacant land categories, to include the demand methodology based on historic calls for service, and the availability methodology based on readiness to serve. The City recognizes that the basic premise of such established methods has been upheld over legal challenge and will consider modifications which address the unique circumstances of the City. The consulting firm may suggest and describe other apportionment methods, or variations of the established methods, which have been adopted by other Florida communities.

3. **Task 3: Financial Modeling, Delinquency Planning, & Escalators**
   The vendor will construct a dynamic, multi-year financial planning model to guarantee long-term revenue stability.

   A. **5-Year Revenue Projections:** Deliver a dynamic financial spreadsheet model projecting revenue generation targets over a consecutive 5-year period based on full and partial cost-recovery strategies.

B. **Statutory Collection & Deficit Filtering**: Incorporate a mandatory 5% statutory reduction into the revenue model to account for uncollected assessments, delinquencies, and early-payment discounts.

C. **Administrative Cost Loadings:** Factor in appropriate adjustments to account for the administrative fees levied by the Marion County Property Appraiser and the Marion County Tax Collector.

D. **Cost of Living Adjustments (COLA):** Include calculation methodology for annual cost-of-living adjustment mechanisms into the rate structure.

4. **Task 4: Statutory Implementation & Interlocal Coordination**

The consulting firm will perform, or assist City staff with addressing, the critical administrative milestones and sequence of events required to design, develop, and implement the Program and enable collection via the uniform method for tax bill collection of the assessments authorized by Section 197.3632, Florida Statutes, commencing in March 2027, including but not limited to the following:

A. **Implementing Resolutions:** The City's special legal counsel and the City Attorney's office will draft all resolutions and notices necessary to develop and implement the Program. Upon direction by City staff, the consulting firm will review and comment on such documents to ensure conformity with recommended methodology and special benefit analysis.

B. **Ordinance Amendments:** Upon direction by City staff, provide suggestions or coordinate with the City's special legal counsel and the City Attorney's office on updates to the City's current Fire Service Assessment Ordinance 2021-13 (as codified in Article IV in Chapter 30 of the City of Ocala Code of Ordinances).

C. **Published Notice & Mailed TRIM Insert Compliance:** Review and comment on mailed Truth in Millage insert notices and statutory newspaper advertisements for public hearings associated with the fire assessment program.

D. **Tax Roll Delivery:** Generate, validate, and electronically deliver any test files and the final certified Non-Ad Valorem Assessment Roll to the Marion County Tax Collector in the exact format required for annual property tax statement generation; perform proofing and sample auditing of the assessment roll to ensure accuracy; revise the Non-Ad Valorem Assessment Roll if directed by City staff.

5. **Task 5: Project Management & Public Adoption Support**

A. **Elected Official Briefings:** Facilitate up to two public workshops or presentations before the Ocala City Council to explain methodology options, answer structural questions, and present final findings.

B. **Public Hearing Attendance:** Provide on-site expert technical testimony during the mandatory public hearing held for the final adoption of the tax roll.

C. **Methodology Report:** Deliver a finalized, comprehensive Methodology Report with findings and conclusions regarding the special benefit conveyed by fire protection and rescue services, description of available methodologies and resulting rate structures, and recommendations (if any) regarding methodologies most advantageous for the City. Each methodology description should include various rate scenarios related to full and partial recovery of assessable costs. The final report should be signed by the lead project consultant.

D. **Post-Adoption Support:** Provide a commitment of up to twenty hours of litigation support to defend the chosen framework if the assessment program faces subsequent legal challenges or in the event the City determines to seek judicial validation of the Program.

CONSULTANT EMPLOYEES AND EQUIPMENT

1. An employee roster must be provided for all projects assigned.
2. The Consultant shall provide sufficient staff, either as the specific staff person requested or acceptable staff at defined levels of expertise as agreed by the City's Project Manager in a timely manner to complete all assigned work within the Task Work Order schedule. If, at any time, the City's Project Manager determines that the number or expertise of particular staff assigned to a specific task is inadequate, the City's Project Manager shall coordinate with the Consultant to remedy the situation so as to ensure the timely completion of the work.
3. Consultant must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
4. The Consultant shall provide a detailed hourly breakdown by task for all progress/billing reports for the evaluation and processing of tasks and invoices. Consultant must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours, or voicemail must be available to take a message.
5. At the request of the City, the Consultant must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Consultant must each be promptly notified by the other of any complaints received.
6. Consultant will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on City property or projects.

CITY OF OCALA RESPONSIBILITIES

1. At a minimum, City shall provide and meet the following responsibilities:

   A. City shall provide a point of contact (City Project Manager) to administer the Agreement.

B. City Project Manager shall assist with planning, strategy, and objectives prior to performance of the Work.

C. City Project Manager shall promptly respond to issues and inquiries so as not to hinder the progress, completion, or compensation for the Work.

CONSULTANT RESPONSIBILITIES

1. The Consultant shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Consultant shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Data collected by the Consultant shall be in a format compatible with, or easily converted to, City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
4. The Consultant shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.
5. The Consultant shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees.

SUB-CONTRACTORS

1. The Consultant must perform a minimum of 100% of the work with their own forces.

DELIVERABLES

1. The project needs to be completed in time for the non-ad valorem assessment to be included on the November 2027 property tax bills.

Phase / Deliverable	Expected Performance Metric
Deliverable 1: Data & Legal Framework Report	Call data filtered; ALS/EMS costs isolated; Property appraiser data validated
Deliverable 2: Apportionment Options Notebook	Two distinct rate structures (Demand and Readiness to Serve) presented with a sample parcel

Deliverable 3: 5-Year Financial & COLA Model	Excel-based financial model factoring 5% delinquencies, tax collection fees, and COLA metrics
Deliverable 4: Regulatory Resolutions & Notices	Complete draft of Initial/Final Resolutions and mailed TRIM insert notice
Deliverable 5: Certified Tax Roll Transmission	Clean, formatted electronic data file successfully loaded and certified into the Tax Collector

UNSPECIFIED SERVICES

1. Unspecified work is defined as materials or services that may be required due to unexpected conditions or events similar to the scope of work. Unspecified work is not guaranteed as part of the contract and must be properly authorized in writing by the City before being performed.

ACCOUNT MANAGEMENT

1. The consulting firm must provide a single point of contact, a dedicated account manager who will be readily available during normal business hours to administer the agreement. Consulting firm is responsible for notifying the City of any changes in account manager or contact information. Account managers' responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution.

INVOICING

1. All original invoices will be sent to: Tammi Haslam, Project Manager, Budget Department, 110 SE Watula Avenue, 3rd Floor, Ocala, FL 34471, email: thaslam@ocalafl.gov
2. Consultant will invoice at least once a month.
3. Payments shall be made no later than the time periods established by Section 218.735, Florida Statutes.

PRICING AND AWARD

1. Consultant will be paid for actual approved and negotiated hours per task, up to completion of each authorized task work order.
2. Award will be made to the highest-ranked firm meeting all requirements outlined herein.
3. AMOUNTS DUE TO THE CITY. Contractor/Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.