CITY OF OCALA
Ocala Utility Services Warehouse
1805 NE 30th Avenue
Building 700, Gate 4
Ocala, Florida 34470
Phone: (352) 351-6705
Fax (352) 351-6611

INVITATION TO BID
ITB# OFN/270205
November 16, 2026

Sealed bids will be received by Ocala Utility Services/Resource Management for the City of Ocala, Florida via our electronic bidding system – "AURSI" up to **2:00 P.M., November 20, 2026** at which time and place all bids will be opened electronically. NO EXCEPTIONS TO OPENING TIME WILL BE ALLOWED.

ITB# OFN/270205: NON-STOCK Fiber Hardware Dearman Buildout – FY27

Any questions relative to any item(s) or portion of this Invitation to Bid should be directed to Mary Ann St. Laurent, Warehouse & Inventory Manager, mstlaurent@ocalafl.org (352-351-6705).

THE REQUIRED METHOD OF RESPONDING TO THIS BID IS TO BID "ELECTRONICALLY" ON LINE AT WWW.AURSI.COM – IF NOT FAMILIAR WITH THIS METHOD, PLEASE CONTACT Mary Ann St. Laurent.

CITY OF OCALA, FLORIDA
Mary Ann St. Laurent

REQUIRED SUBMITTALS CHECKLIST

Note: Submittal is required for each box checked for bid to be considered.

_√__ Bid Response Form

_√__ Affidavit of Compliance

_√__ Drug Free Workplace Certificate

_√__ List of References (part of Information Form #1)

_√__ E-Verify Form

_√__ MSDS Sheets (if applicable)

_____ Other: _____

_____ Other: _____

_____ Other: _____

_____ Other: _____

NOTE: NEW PROCEDURE - you must submit a copy of the signature page of your bid response form and all other above noted required documents via email to mstlaurent@ocalafl.org in one PDF file as soon as you have posted your bid to AURSI. DO NOT SUBMIT THE ACTUAL PRICING PAGE OR YOUR BID MAY BE REJECTED. You are no longer required to deliver an original of these documents.

Bid Response Form

ITB # OFN/270205

NAME OF FIRM: _____

ADDRESS: _____

ACCEPT VISA: _____ YES _____ NO

SIGNATURE: TITLE: _____

PRINT NAME: _____

PHONE NO: _____ FAX NO: _____

EMAIL: _____FIED NO: _____

1. GENERAL CONDITIONS

The Bidders hereby declare they have carefully read this Invitation for Bid and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understand the requirements and conditions. We certify this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. We agree to be bound by all of the terms and conditions of this Invitation for Bid and certify we are authorized to sign this bid for the Bidder. We further agree to furnish and deliver as indicated, FOB CITY OF OCALA FACILITY LOCATION, with all transportation charges prepaid, and for the prices quoted thereon as follows:

It is the Bidder's responsibility to assure your bid is delivered at the proper time to the Buyer or specified location. Bids which for any reason are not so delivered will not be considered. Any/all bids received after the date and time specified will not be accepted.

The City of Ocala is not responsible for the U.S. Mail or private couriers in regards to bids being delivered by the specified time.

2. SEALED BIDS:

All bid must be entered utilizing the automated program "AURSI" (www.aursi.com). All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection.

ADDITIONAL OR ALTERNATE BIDS, unless specifically requested, WILL NOT BE ACCEPTED.

3. EXECUTION OF BID:

All bids must contain a manual signature of the authorized representative of the Bidder in the space provided on the Bid Response Form. All bids must be typed or printed in ink. The Bidder should not use erasable ink. All corrections made to the bid by Bidder must be initialed.

4. NO BID:

A respondent who is on the bid mailing list, but who decides not to submit a bid, should respond by returning only the Bid Response Form, marking it "NO BID" and explaining the reason in the space provided. NOTE: To qualify as a response, a Bidder must submit the Bid Response Form marked "NO BID" and explain the reason for the "NO BID". The form must have a manual signature and company and name, must be received as per the paragraph named "BID OPENING".

5. BID EVALUATION:

The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the City, and will be based on information furnished by the Bidder.

6. MISTAKES:

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In case of mistake in extension, the unit price will govern.

7. BID PRICES:

The Bid period shall be for a period of ninety (90) days unless otherwise specified by The City to have a period of one (1) year with a one (1) year renewal option, and shall not be amended after the date and time of the bid opening. Any attempt by the awardee to amend said bid prices except as otherwise provided herein, shall constitute default as outlined in this specification.

8. ADDITION/DELETION:

The City of Ocala reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City.

9. BID DATA:

Bidders shall furnish complete and detailed Bid Data as specified on the Invitation for Bid Form. Bids furnished without data, or incomplete submissions may be rejected at the discretion of the City. Exceptions to the requirements, if any, shall be noted in complete detail. Failure by the Bidder to detail each exception to a bid specification or requirement results in the Bidder being required to meet each specification or requirement exactly as stated.

10. AWARDS:

The City reserves the right to make award(s) by individual item, aggregate or none, or a combination thereof; with one or more suppliers; to cancel the bid, reject any and all bids, or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive Bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless his/her bid has been evaluated as being responsive.

The City reserves the right to make an award to more than one Bidder.

A contract may be awarded, if at all, within sixty (60) days after opening of the bids. The City further reserves the right to not make any award(s) under this bid.

11. CONTRACT CHANGES:

No changes, over the contract/award period, shall be permitted unless prior written approval is given by the Buyer and, where applicable, confirmed through formal acceptance by the City Council.

12. AWARD TO NEXT RATED BIDDER:

In the event of default by the awarded vendor, the City reserves the right to utilize the next rated bidder meeting specifications as the new vendor. In the event of this occurrence, the next rated bidder meeting specifications shall be required to provide the bid items at the prices as contained on their proposal or bid for this specification.

13. BID OPENING:

Bid opening is performed electronically on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his/her bid is entered into AURSI prior to this time. Only bids entered into the AURSI system by the date and time stated will be considered. NOTE: Bid tabulations will be available for viewing online after review/award at: www.aursi.com.

14. AMENDMENTS TO ITB:

If it becomes necessary to revise or amend any part of this Invitation to Bid, the Director of Purchasing will furnish the revision by written Addendum. It is the proposer's responsibility to inquire if any Addenda have been issued. Any addenda will be posted to www.aursi.com. Any addenda must be acknowledged on the Affidavit of Compliance form.

15. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:

Any manufacture's names, trade names, brand names, information and/or catalog listed within the AURSI System are approved in accordance with the City's specification but are not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, if at the time of the bid the brand is not on the approved listing the bidder may submit the item for approval to the Electric Standards Committee but will not be considered for award to the bid in question. Bidder shall submit for approval a sample, cut sheet, sketch, and descriptive literature, and/or complete specifications for each item to then be considered for future bids. Bids, which do not comply with these requirements, are subject to rejection. Bidder should refer to and reference the written specification first and foremost. The catalog number is only a reference and should not be the sole source for bidding an item.

16. NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested/inspected for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in the Bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting vendor. Any violation of these stipulations may also result in supplier's name being removed from the Vendor/Bidder mailing list.

17. SERVICE AND WARRANTY:

Unless otherwise specified, the Bidder shall define all warranty service and replacements that will be provided during and subsequent to the award of the contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

18. SAMPLES:

Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Bidder's expense. Each individual sample shall be labeled with Bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received at time of bid opening. If instructions are not received at this time, the samples shall be disposed of by the City within a reasonable time as determined appropriate by the City.

19. INSPECTION, ACCEPTANCE AND TITLE:

Inspection and acceptance shall be as designated by the City unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City unless loss or damage results from negligence by the City.

20. GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items or services offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Buyer at once, indicating the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

21. COMPLIANCE WITH OTHER LAWS:

Applicable provisions of all federal, state and local laws and ordinances, and all City rules and regulations shall govern the quality and warranty of commodities covered by all bids received in response hereto and shall govern any and all claims and disputes between person(s) submitting a bid response hereto and the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

22. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES:

The Awardee agrees it shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and City, which may be applicable to its services. Likewise, Vendor shall obtain and maintain all permits and licenses necessary for its performance of this contract.

23. PUBLIC RECORD LAW:

Correspondence, materials and documents received pursuant to this Invitation to Bid become public records subject to the provisions of Chapter 119, Florida Statutes.

24. ADVERTISING:

In submitting a proposal, Bidder agrees not to use the City's name as a part of any commercial advertising without prior permission of the City.

25. SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards and any Florida standards thereunder.

26. BANKRUPTCY:

In the event of bankruptcy, either voluntary or involuntary of the Vendor, or in the event of the Vendor's insolvency, or upon assignment for the benefit of creditors, then, in any such event, the City shall have the right to terminate the contract and any purchase orders immediately as if the contract and purchase orders had not been made, and no assignment for the benefit or creditors, nor any receiver, nor any trustee of bankruptcy, shall ever have any right or claim under the terms hereof.

27. DELIVERY:

All prices shall be F.O.B. Destination, Ocala, Florida/Freight Prepaid and Allowed. Delivery date and warranties must be written out and submitted with bids. We insist delivery dates, as specified, be met.

28. CONDITION AND PACKAGING:

It is understood and agreed any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

29. INVOICING AND PAYMENT:

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net, from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. All invoices shall bear the purchase order number or City of Ocala contract number. Payment for partial shipments may not be made unless specified in the bid. In addition to the purchase order or contract number, the invoice shall bear the Vendor FEID number (Federal Employer Identification Number). An original invoice shall be submitted to address listed on Purchase Order or contract.

Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order or contract number must appear on bills of lading, packages, cases, delivery list and correspondence. All questions regarding payment, invoicing, etc., should be addressed to the City of Ocala, Utility Services Warehouse, ATTENTION: Utilities Warehouse Manager at (352) 351-6705.

30. NON-FUNDING CLAUSE:

In the event sufficient budgeted funds are not available or depleted, the City shall notify the Vendor of such occurrence, and contract shall terminate without penalty or expense to the City.

31. PUBLIC ENTITY CRIMES:

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 or 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.

32. DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Florida Statutes 287.087, each Bidder shall complete the form on the Drug Free Workplace Affidavit and submit same with any bid response. The Drug Free Workplace Affidavit form is found attached to this Request for Bids. The City of Ocala requires that this form be submitted with each bid.

33. VISA ACCEPTANCE:

The City of Ocala has implemented a Procurement card program, using the Visa platform. Vendors may receive payment from the City by the Procurement card in the same manner as other Visa purchases. Visa acceptance is preferred but is not the exclusive method of payment. Please indicate your ability to accept Visa in the space provided on the bid proposal form.

34. AWARDS CRITERIA:

Award(s) of bid will be made based upon the lowest bid meeting specifications, after taking into account all other considerations and mandatory requirements:

A. Compliance to the specifications.
B. Cost.
C. Warranty (if applicable).
D. Delivery.
E. Past Experience.
F. Drug Free Workplace Affidavit.

35. AWARD OF TIE BIDS:

A thorough review of all tie bids shall be conducted by the Buyer. Award recommendations shall be based upon the following:
A. Delivery dates.
B. Reputation of the Vendors involved.
C. Past performance.
D. Drug Free Workplace Program.
E. Location of the Vendor.

Preference will be given to businesses with Drug-Free Workplace Programs in accordance with Section 287.087, Florida Statues.

If all factors and conditions relating to the bids are equal, then the tie bid will be awarded to the local Vendor. If the other Vendor is local, a coin toss will be conducted. The coin toss will be conducted by the Buyer with one witness from outside the Procurement Department.

36. PRICES, TERMS AND PAYMENT:

Firm prices shall be bid and include all services rendered to the purchaser.

A. TAXES: The City of Ocala does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The following exemption number appears on the face of the purchase order: Florida Sales Tax Exemption Number: 85-8012621655C-9, Federal Tax Number 59-6000392.

B. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

37. CANCELLATION FOR DEFAULT:

This contract is critical to the City of Ocala and the City reserves the right to immediately cancel or annul whole or any part of this contract due to failure of the Vendor to carry out any obligation, term, or condition of the contract. The City will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

A. The Vendor provides material that does not meet the specifications of the contract;

B. The Vendor fails to adequately perform the services set forth in the specifications of the contract;

C. The Vendor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

D. The Vendor fails to make progress in the performance of the contract and/or gives the City reason to believe the Vendor will not, or cannot, perform to the requirements of the contracts.

The City may resort to any single or combination of the following remedies:

A. Cancel any contract:

B. Reserve all rights or claims to damage for breach of any covenants of the contract;

C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications the actual expense of testing will be borne by the Vendor;

D. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the Vendor by:

1. Deduction from an unpaid balance;

2. Collection against the bid and/or performance bond, or;

3. Any combination of the above or any other remedies as provided by law.

38. SUSPENSION OF PAYMENT AND/OR TERMINATION:

Payment of the amounts due under this contract will be made on a monthly basis. Payments will be made by the City at the end of each satisfactory month of service. Should Vendor fail to perform the service required under this contract then the City may, at its option, retain any, or all, of the monthly payment otherwise due until any service discrepancies are corrected. Repeated service discrepancies on behalf of the Vendor shall entitle the City to terminate this contract without notice, and retain any past due payments otherwise owing under this contract as liquidated damages.

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39. MATERIAL SAFETY DATA SHEETS:

In accordance with Chapter 442, Florida Statutes, it is the seller's duty to advise the City of Ocala if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery.

Vendors must comply with this procedure along with the Florida Right-to-Know law (F.S. 442) and the Federal Hazard Communications Standards (29 CFR 1910.1200) all other applicable laws.

40. BID PROTESTS:

Any Bidder who disputes the reasonableness, necessity or competitiveness of the terms and conditions of the Invitation to Bid, bid specifications, bid selections, contract award or intended contract award shall file such protest in compliance with the City of Ocala Purchasing Policies & Procedures Section Protested Solicitations and Awards. This policy may be obtained at www.ocalafl.org/bids_local.aspx.

41. CONFLICT OF INTEREST/OFFICER AND EMPLOYEE DISCLOSURE REQUIREMENT:

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All Bidders must disclose with each bid the name of any officer, director or agent who is also a public employee. Further, all Bidders must disclose the name of any public employee who owns directly or indirectly an interest of five percent (5%) or more in the Bidder's firm or any of its branches. City of Ocala municipal employees, appointed persons, and elected officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to the requirements of City of Ocala Employee Handbook regulations, state law, and federal regulations and law, if applicable. Every employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the City of Ocala ("City") must complete an "Officer and Employee Disclosure Statement" and file the statement with the required procurement documents submitted to the respective Buyer. A statement must be submitted with every procurement response. This statement may be obtained at http://www.ocalafl.org/uploadedFiles/CMO_Services/Purchasing/Officer-Employee-Disclosure-Statement.pdf

42. MANDATORY PERFORMANCE REQUIREMENTS:

Bidders are required to furnish evidence they maintain permanent places of business and have adequate equipment, personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide necessary services. These requirements may be satisfied by completing the Required Information Form #1 attached.

43. INSPECTION:

The City reserves the right to inspect the Awardee's place of business and equipment prior to the awarding of any contract; for determining responsibility as to the terms and conditions as set forth herein. During the course of the contract, the City likewise reserves the right to inspect the Awardee's place of business at any time with and/or without any given notice.

44. GENERAL INDEMNITY:

The Bidder/Vendor shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury,

sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Bidder/Vendor.

45. PATENT AND ROYALTY INDEMNITY:

The Bidder, without exception, shall indemnify and save harmless the City, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Bidder uses any design, device, or materials covered by letters of patent or copyright, it is mutually agreed and understood without prices shall include all royalties or cost arising from the use of such design, device, or materials in any way used in performance of the Bidder's work.

46. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:

The Vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

47. USE OF OTHER CONTRACTS:

The City of Ocala reserves the right to utilize any City of Ocala contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. The City of Ocala reserves the right to separately bid any single order or to purchase any item on this bid if it is in the best interest of the City of Ocala.

48. QUANTITIES:

The quantities as specified in this bid are estimates only and are not to be construed as guaranteed minimums.

49. INTERNAL REVENUE SERVICE FORM W-9

All bids shall be submitted with a completed "Department of the Treasury, Internal Revenue Service Form W-9". The form may be downloaded at http://www.irs.gov/pub/irs-pdf/fw9.pdf. Should the W-9 form not be provided, payment for work and/or materials will be delayed until the City receives a completed form W-9.

50. EXTENSION:

In addition to any extension options contained herein, the City of Ocala is granted the right to extend any award resulting from this bid for the period of time necessary for the City to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be based upon the same prices, terms and conditions as existing at the time the City of Ocala exercises this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

51. COLLUSION:

The Bidder, by affixing their signature to this proposal, agrees to the following: "Bidder certifies their bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

52. FINANCIAL STATEMENT:

The successful Bidder may be required to submit the following:

A. Certified Public Accountant prepared financial statement for at least two (2) fiscal year ends. The statements should include a balance sheet, income statement, statement of cash flows, and footnotes.

B. The Financial Statements need to be current, meaning within the last twelve (12) months. If they are older than six (6) months, we would ask that a CPA or company prepared interim financial statement be obtained to give us some knowledge of their current situation.

53. LITIGATION:

In the event of any litigation between the parties arising out of this contract, the prevailing party shall be reimbursed by the other party for all attorneys' fees so incurred. Venue for any such litigation shall be Marion County, Florida. The entire agreement shall be governed by the laws of the State of Florida.

Neither party shall assign any of its rights, obligations, or duties under the terms and conditions of this agreement without the express, written consent of the other party.

54. ACKNOWLEDGMENT OF ADDENDA/AFFIDAVIT OF COMPLIANCE:

If you take any exceptions to any portion of this bid, you

must so indicate on the Affidavit of Compliance form included in this document. In addition, if any addenda are issued, you must acknowledge addenda, on the Affidavit of Compliance form.

55. INSPECTION, EXAMINATION, AND DUPLICATION OF RECORDS:

Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art, I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57 (3)(a) or within 10 days after bid or proposal opening, whichever is earlier.

56. PAYMENT; ELECTRONIC PAYMENT:

Payment will be made by the City after all work has been Performed and inspected and found to be in complete compliance with the specifications. The City of Ocala now requires awarded firms to accept payments as electronic EFT credits into a designated company bank account.

57. DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder; the decision of the City shall be final and binding on both parties.

58. LOCAL VENDOR PREFERENCE

A local vendor preference may apply to this ITB. If you are a local vendor, meet the definition criteria under the Code of Ordinances, City of Ocala, Florida, Sec. 22-2. Local Vendor Preference, and wish to be considered for preference; YOU MUST SUBMIT THE CITY OF OCALA – LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY WITH YOUR BID**.** No local preference consideration will be allowed if the affidavit is not included with the original bid submittal**.**

59. ANTI-DISCRIMINATION:

The Bidder certifies compliance with the non- discrimination clause relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

60. ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS

To ensure fair consideration for all proposers/bidders, the City strictly prohibit s any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement Department, or as provided in the protest policy. Additionally, the City prohibits communications initiated by a proposer/bidder, or agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting. Any communication between proposer/bidder and the City can only be initiated directly by a City Official(s), City Council member(s), or employee(s) to obtain information or clarification of the proposal/bid. **Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation.**

CITY OF OCALA, FLORIDA
BID RESPONSE FORM
DATE SUBMITTED _____ 2027
ITB# OFN/270205

Mary Ann St. Laurent, Warehouse and Inventory Manager
City of Ocala Utility Services Warehouse
1805 NE 30th Avenue, Bldg# 700.
Ocala, FL 34470

Pursuant to and in accordance with your "Invitation to Bid "ITB# OFN/270205: NON-STOCK Fiber Hardware Dearman Buildout - FY27", dated November 16, 2026, the undersigned, as bidder, hereby declares that you have examined the specifications for the item(s) on which you are submitting a bid and that said specifications will be met fully for the service and material offered except as otherwise specifically noted.

The undersigned proposes and agrees, if their proposal is accepted to furnish the item(s) on which bid(s) are submitted herewith, including delivery to Ocala, Florida and according to the delivery schedule.

ONLY SPECIFIED O.E.U. MANUFACTURER WILL BE ACCEPTED
*******SEE SPECIFICATION FOR ALL ITEMS*******

Item	Qty	U/M	City Stock #	Description	Delivery & Manufacturer	Unit Price/FT	Total Price
1	62	EA	NON-STOCK	OFDC C12 Fiber Optic Splice/Patch Closure - 2 pre-installed 48-fiber splice trays, 12 SC/APC adapters, 1 x 8 splitter MFG: COMMSCOPE/760254193/OFDC-C12-S2/T0-18-N-96-US86	*** NO ALTERNATE ACCEPTED*DELIVERY MAY DETERMINE AWARD***	$	$
2	69	EA	NON-STOCK	OFDC C12 Fiber Optic Splice/Patch Closure - 2 pre-installed 48-fiber splice trays, 12 SC/APC adapters and 1:4 splitter MFG: COMMSCOPE/760254148/OFDC-C12-S2/T0-14-N-96-US86	*** NO ALTERNATE ACCEPTED*DELIVERY MAY DETERMINE AWARD****	$	$
3	67	EA	NON-STOCK	OFDC C12 Fiber Optic Splice/Patch Closure - 2 pre-installed 48-fiber splice trays, 12 SC/APC adapters and pigtails, no splitter MFG" COMMSCOPE/760245258/OFDC-C12-S2/TT-NN-N-96-US86	*** NO ALTERNATE ACCEPTED*DELIVERY MAY DETERMINE AWARD***ALTERNATE ACCEPTED***	$	$

Item	Qty	U/M	City Stock #	Description	Delivery & Manufacturer	Unit Price/FT	Total Price
4	188	EA	NON-STOCK	OFDC B8G Fiber Optic Splice/Patch Closure 6 pre-installed 12-fiber splice trays, 8 SC/APC adapters and pigtails, 1:8 splitter MFG: COMMSCOPE/760246248/OFDC-B8G-S2/88-18-N-72	*** NO ALTERNATE ACCEPTED*DELIVERY MAY DETERMINE AWARD***	$	$
5	360	EA	NON-STOCK	OFDC B8G Fiber Optic Splice/Patch Closure, Gel Cable sealing, 6 pre-installed 12-fiber splice trays, 8 SC/APC adapters, 1:4 splitter (pre-conn at drop side) MFG: COMMSCOPE/760250033/OFDC-B8G-S2/84-14-NN-72	*** NO ALTERNATE ACCEPTED*DELIVERY MAY DETERMINE AWARD***	$	$
6	47	EA	NON-STOCK	OFDC B8G Fiber Optic Splice/Patch Closure, Gel Cable sealing, 6 pre-installed 12-fiber splice trays, 8 SC/APC adapters and pigtails, No splitter MFG: COMMSCOPE/760246249/OFDC-B8G-S2/88-NN-N-72	*** NO ALTERNATE ACCEPTED*DELIVERY MAY DETERMINE AWARD***	$	$

MEMORANDUM

DATE: January 1, 2024

TO: All Vendors and Manufacturers

SUBJECT: Procurement of Domestic Products

The City of Ocala has an ongoing commitment to supporting domestic industries and promoting the procurement of American-made goods. Unless expressly indicated, the City of Ocala requests that vendors offer American-made alternatives to foreign-manufactured products in their quotes.

To facilitate this commitment, we kindly request that all quotes submitted to the Procurement and Contracting Department in response to its solicitations for bids include either a certification by the vendor that the product quoted is manufactured, assembled, or produced in the United States or that there is an existing treaty, law, or regulation whereby the product bid shall be treated the same as products manufactured, assembled or produced in the United States. Alternatively, if offering foreign-manufactured products, please clearly indicate the country of manufacture in your quotes.

We believe this initiative not only supports local industries and businesses but also contributes to the vitality of our community and the nation's economy as a whole. Should you have any questions or require further clarification regarding our preference for American-made products, please contact our Procurement and Contracting Department at **352-629-8384** or **procurement@ocalafl.org**.

Thank You,

Daphne M. Robinson

Daphne M. Robinson, Esq.
Procurement and Contracting Officer
Director, Procurement and Contracting

AFFIDAVIT OF COMPLIANCE
ITB# OFN/270205

To be submitted with vendor's response

_____ We **DO NOT** take exception to the Proposal Documents/Specifications.

_____ We **TAKE** exception to the Proposal Documents/Specifications as follows: (Please note: exceptions considered excessive or affecting vital terms, conditions or specifications may reduce or eliminate your prospects for award, and your bid may be deemed non-responsive; and the award could be made to the next most responsive and responsible offeror at the City's sole discretion. The City **WILL NOT ACCEPT** bidder's standard terms and conditions.)

_____

_____

_____

_____

_____

_____

_____

_____

Company Name _____ By _____
(Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address_____

Telephone Number _____Toll Free Number _____

FAX:_____ Date _____

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm)

_____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that my be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, **pleas of** guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Authorized Signature

_____
Date Signed

CITY OF OCALA
INFORMATION FORM #1 – ITB# OFN/270205

References:

1. Company Name:_____

Address: _____

Phone No.: _____

2. Company Name:_____

Address: _____

Phone No.: _____

3. Company Name:_____

Address: _____

Phone No.: _____

Statement Regarding the Size, Capacity and Location of Facility(s):

_____

_____

_____

_____

_____

_____

_____

_____

_____

E-VERIFY REQUIREMENTS FOR CONTRACTORS

As a requirement and condition of this Agreement, the Contractor must use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.

E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.

- This requirement shall apply to the Contractor and any and all "sub-contractors" that may be hired during the performance of this contract.

- E-Verify must be used ONLY for newly hired employees during the term of the contract. It is NOT to be used for existing employees.

- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to this contract.

- Contractor shall retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND

- Sign and submit to the City of Ocala an Affidavit of Compliance with the executed contract.

- Subcontractors, if any, shall also be required to sign an Affidavit of Compliance and retain that Affidavit for four (4) years after the end of the contract.

- The City of Ocala reserves the right to audit the Contractor's compliance with these requirements.

  Further information on E-Verify can be found at the following website:

  http://www.uscis.gov/e-verify

CITY OF OCALA

AFFIDAVIT OF COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY'S "E-VERIFY" SYSTEM

As the person duly authorized to enter into such commitment for

_____,
(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(Check one box below)

☐ Be in compliance with all of the requirements of E-Verify for the duration of the contract entered into between the City of Ocala and the Company or Organization

OR

☐ Hire no employees for the term of the contract between the City of Ocala and the Company or Organization

_____
Name

_____
Title

_____
Date

CITY OF OCALA, FLORIDA
STATEMENT OF
"NO BID"

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: CITY OF OCALA, OUS WAREHOUSE, 1805 NE 30th AVENUE, BUILDING 700, OCALA, FLORIDA 34470.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR BID NO. **ITB# OFN/270205** OPENING _____, FOR _____ FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ COMPETITION RESTRICTED BY PRE-APPROVED CITY OF OCALA STANDARDS.

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

WE UNDERSTAND THAT IF THIS "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDER'S FOR THE CITY OF OCALA FOR FUTURE PROJECTS OR COMMODITIES.

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____