



110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Main Number: (352) 629-8402
www.bidocala.com

The City of Ocala is accepting sealed electronic submissions for:

REQUEST FOR LETTERS OF INTEREST (“LOI”) #: ENG/240627 FOR CONTINUING ARCHITECTURAL SERVICES - CITYWIDE

Official copies of all solicitation documents may be obtained via electronic download from the City of Ocala’s e-procurement portal located at: <https://www.bidocala.com>

**** Copies of documents obtained from any other source are not considered official copies. ****

Deadline for Questions: JUNE 20, 2024 at 5:00 p.m. (EST)

All questions or inquiries regarding this solicitation must be submitted via e-mail to the Buyer Contact identified below or via the e-procurement portal no later than the Deadline for Questions noted above. Any questions received after the deadline will not be considered.

Where to Submit Proposals: City of Ocala’s E-Procurement Portal:
<https://www.bidocala.com>

Submission Deadline: JUNE 27, 2024 at 2:00 p.m. (EST)

Sealed electronic submissions shall be accepted up to the Submission Deadline. Submissions received after the deadline and/or transmitted to the City of Ocala outside of the e-procurement portal shall be rejected. The e-procurement portal’s timestamp shall be conclusive as to the timeliness of filing.

Vendor Registration: Bidders must be a registered vendor within the ProRFx e-procurement portal in order to submit a response to this Solicitation. **There is no charge to register, simply follow the registration path for “New Vendor Registration” at <https://www.bidocala.com>.**

**Buyer Contact/
Direct All Inquiries To: EILEEN MARQUEZ, SENIOR BUYER**
E-Mail: emarquez@ocalafl.gov
Phone: (352) 629-8362

Notice to Proposers: The point of contact for all questions and issues relating to this Solicitation shall be the Buyer Contact identified above.

To ensure that your submission is deemed responsive, you are urged to request clarification or guidance regarding any issues involving this solicitation **prior to submitting** your response.

THE CITY OF OCALA RESERVES THE RIGHT TO REJECT ANY AND ALL SUBMISSIONS

SECTION 1 INTRODUCTION AND GENERAL INFORMATION

1.1 **INTRODUCTION**

In compliance with section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act) the City of Ocala ("City") is seeking to engage the services of qualified and licensed firms to provide architectural and related engineering services for miscellaneous facility modifications, additions, renovation, repair, and remodel work on an as needed basis. These services will be used by the City of Ocala Engineering Department to construct various modifications, additions, renovations, repairs, or remodel of City facilities. The City intends on awarding multiple contracts.

The successful firm(s) will develop the architectural/construction drawings and work with the project team to finalize the project scope and budget. The primary architect will also be the "Architect of Record" and be the primary interface with the City of Ocala in the permit and construction tasks, and shall sign and seal appropriate drawings, statements, and certifications. Firm(s) will also provide input as appropriate during all tasks of design on codes and standards in the City of Ocala and conformance thereto. Additionally, the Firm will obtain any required governmental approvals and permits with the City of Ocala Permits Department.

Selected firms shall be used on an as-needed basis and the City reserves the right to award as many contracts as deemed to be in the best interest of the City. All pre-qualified Firms shall enter into a Master Services Agreement for Continuing Professional Architectural Services with the City of Ocala. Work will be assigned on an as-needed basis per project by individual Task Work Orders to the Master Services Agreement.

Pursuant to section 287.055(2)(g), Florida Statutes, no individual project assigned by Task Work Order under the Master Services Agreement shall have a basic construction cost estimated by the City to exceed \$4,000,000 and no fee for professional services for a planning or study activity in excess of \$500,000. If a project's estimated construction cost limit or planning/study will exceed these amounts, that project's architectural services will be advertised and procured separately under section 287.055, Florida Statutes.

Interested proposers are advised to thoroughly familiarize themselves with all details contained herein. Interested proposers must be licensed in the State of Florida and meet all other requirements in accordance with applicable statutes, regulations and rules. Professional architectural service companies interested in submitting qualifications must demonstrate relevant experience as later described in this Request for Letters of Interest ("LOI" or "Solicitation").

1.2 **LOCAL VENDORS.** The City of Ocala encourages active participation by local vendors. In accordance with Section 22-2 of the City's Code of Ordinances, this Solicitation **DOES NOT QUALIFY** for Local Vendor Preference.

1.3 **QUESTIONS AND CLARIFICATIONS.** Proposers must communicate any questions regarding this Solicitation by the deadline set forth above. Questions should be sent in writing via e-mail to the Buyer Contact identified. Questions and answers will be communicated to all Proposers by issuing an addendum posted to www.bidocala.com.

1.4 **AMENDMENTS TO SOLICITATION.**

- (a) Should it become necessary for the City to revise or amend any part of a solicitation, Procurement and Contracting Department staff shall furnish the revision or amendment via written addendum, comment, and/or question and answer posted in the City's e-procurement system under the appropriate solicitation.
- (b) Addendums, comments, and/or questions and answers should be reviewed by interested parties. Lack of review will not excuse Proposers from adherence to any requirements set forth therein.

- (c) If there is a discrepancy with the scope of work that City determines, in its sole discretion, to be unfair to the Proposers, City may postpone the bid opening at any time in order to make corrections. City further reserves the right to extend the bid opening at any time during the bid process.

1.5 **MINORITY/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.** The City of Ocala encourages the active participation of minority businesses, women's businesses, and labor surplus area firms whenever possible as either prime contractors or subcontractors. If subcontracts are to be let through a prime subcontractor, the prime contractor is required to take the following affirmative steps:

- (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) when economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

1.6 **CERTIFICATION OF ACCEPTANCE.** By responding to this solicitation, Proposer certifies that he/she has carefully read the solicitation documents, including any addenda, exhibits, attachments, and/or appendices in their entirety and agrees that to the best of his/her knowledge no pages or parts of the documents appear to have been omitted and that he/she fully understands, accepts, and agrees to fully comply with the requirements and conditions set forth therein.

1.7 **ADA NEEDS/ACCOMMODATIONS.** If reasonable accommodations are needed in order for you to participate in this solicitation, please contact the Buyer Contact identified above at least forty-eight (48) hours in advance so that arrangements can be made.

1.8 **CONFLICTS OF INTEREST.**

- (a) The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest.
- (b) All Proposers are required to disclose the name(s) of any employee(s), officer(s), director(s), shareholder(s), or other agent(s) of their firm that are also employee(s) or public official(s) of the City of Ocala concurrently with the submission of their Proposal.
- (c) All Proposers are required to disclose the name(s) of any City of Ocala employee(s) or public official(s) who either directly or indirectly owns or holds a five percent (5%) or more interest in Proposer's firm, corporation, or other business entity.
- (d) City of Ocala employees appointed persons, and elected officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to state and federal laws and regulations and the City of Ocala Employee Handbook, as applicable.
- (e) All Proposers are required to complete and submit an Officer and Employee Disclosure Statement with every submission. **Failure to disclose known conflicts of interest shall result in Proposal rejection and/or contract termination, if awarded.**

1.9 **ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS.**

- (a) To ensure fair consideration for all Proposers, the City strictly prohibits Proposer communication relative to this solicitation with any employee, department, City official, or City Council member, regardless of whether written, verbal, or through a third party, except for those inquiries made directly to the Procurement and Contracting Department through the assigned Buyer Contact, Procurement Manager, or Contracting Officer.
- (b) Proposers (including their agents or other third parties on their behalf) are prohibited from initiating any communication with any employee, department, City official or City Council member that will evaluate or consider the Proposal prior to and up to the time that award is made at a scheduled City Council meeting.
- (c) **Prohibited communications initiated by a Proposer, or any third-party on their behalf, shall be grounds for: (1) disqualifying the offending Proposer from consideration for award; AND (2) a three (3) year debarment from doing business with the City of Ocala.**

1.10 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/NON-COLLUSION.** By responding to this Solicitation, Proposer certifies that the following statements are true:

- (a) Proposer's submission is made without prior understanding agreement, or connection with any person, firm, or corporation submitting a bid for the same work, labor, or service to be done or supplies, materials, or equipment to be furnished and is in all respects fair and without collusion or fraud. Proposer understands that collusive bidding is a violation of state and federal law and may result in fines, prison sentences and civil penalties.
- (b) Proposer's submission has been arrived at independently and without consultation, communication, or agreement, or for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or competitor.
- (c) Unless otherwise required by law, the prices which have been (or will be) quoted by Proposer in this submission have not been knowingly disclosed by Proposer and will not be knowingly disclosed by Proposer, either directly or indirectly, to any other bidder or competitor prior to the Solicitation opening date.

END OF SECTION

SECTION 2 PROJECT OVERVIEW, SCOPE OF SERVICES, MINIMUM QUALIFICATIONS, LOI SCHEDULE, AND INSURANCE REQUIREMENTS

2.1 OVERVIEW OF PROJECT AND SCOPE OF SERVICES

The City of Ocala seeks to engage the services of qualified and licensed firms to provide architectural and related engineering services for miscellaneous facility modifications, additions, renovation, repair, and remodel work on an as needed basis. These services will be used by the City of Ocala Engineering Department to construct various modifications, additions, renovations, repairs, or remodel of City facilities, organization wide. Qualified firms must be licensed in the State of Florida and possess professional service registrations and licenses in accordance with applicable statutes, regulations and rules.

Selected firms will be tasked with development of architectural/construction drawings and working with the project team to finalize project scopes and budgets. The primary architect will also serve as the “Architect of Record” for the project and be the primary interface with the City of Ocala for permitting and construction tasks, and shall sign and seal appropriate drawings, statements, and certifications. Firm(s) will also provide input as appropriate during all tasks of design on codes and standards in the City of Ocala and conformance thereto. Additionally, selected firms will obtain any required governmental approvals and permits with the City of Ocala Permits Department.

All pre-qualified Firms shall enter into a Master Services Agreement for Continuing Professional Architectural Services with the City of Ocala for a term of **THREE (3) YEARS** with **ONE (1)** optional **THREE-YEAR** renewal term. The Master Services Agreement shall be negotiated after the successful Firm(s) are selected, including a schedule of hourly rates. Work will be assigned on an as-needed basis per project by individual Task Work Orders to the Master Services Agreement. Each Task Work Order will itemize the hours and tasks to be performed for each individual project using negotiated fixed hourly rates that will be used to calculate the proposed fee for services performed.

Pursuant to section 287.055(2)(g), Florida Statutes, no individual project assigned by Task Work Order under the Master Services Agreement shall have a basic construction cost estimated by the City to exceed \$4,000,000 and no fee for professional services for a planning or study activity in excess of \$500,000. If a project’s estimated construction cost limit or planning/study will exceed these amounts, that project’s architectural services will be advertised and procured separately under section 287.055, Florida Statutes.

The City’s Project Manager or designee shall define the scope of work for each individual project via Task Work Order. The Work may include, but is not limited to, the following:

- (a) Providing signed and sealed, permittable, construction plans and specifications for new commercial/government facility construction, modification, renovation, remodel, or repair.
- (b) Providing construction plans inclusive of the design of all necessary architectural, structural, mechanical, plumbing, and electrical systems and components.
- (c) Providing construction specifications for all building components and systems.
- (d) Providing construction plans and specifications which comply with the current Florida Building Code and other requirements set forth in the City of Ocala Municipal Code for the permitting of commercial construction. (See https://library.municode.com/fl/ocala/codes/code_of_ordinances?nodeId=PTIICOOR_CH82BUBURE)
- (e) Meeting with City staff to review preliminary and final design for approval.

Design Schedule: The design schedule for each individual project will be dependent on the Task Work Order scope of work. Generally, the firm should be able to provide signed and sealed permitted construction plans within a reasonable amount of time from the issue of Notice to Proceed. The design schedule will be negotiated with the project manager when a task order proposal is requested.

2.2 MINIMUM QUALIFICATIONS (PRE-QUALIFICATION REQUIREMENTS)

- (a) Must have no less than five (5) years' documented experience in providing commercial architectural/engineering design services. Examples of recent previous work experience and scopes of work shall be provided with submittals as instructed and will be verified by City staff prior to further consideration.
- (b) Must have documented professional experience in site planning, general commercial building/office construction, renovation, remodeling, modification and design, site utility services design, cost estimation, and implementation. Examples of previous work is required as well as descriptions of the scope of work and management tasks previously provided by the firm or team.
- (c) Must be legally qualified, licensed, and properly certified and registered to engage in the provision of architectural services proposed by this solicitation within the state of Florida. A copy of the Firm's license/registration as an architectural business organization with the State of Florida Board of Architecture and Interior Design must be included with the proposal.
- (d) Must have documented experience of having performed a minimum of five (5) architectural projects in the state of Florida. Each project shall have contained work similar in scope to the work anticipated to be performed by this solicitation.
- (e) Must have a satisfactory record of performance as demonstrated by the provision of no less than three (3) verifiable references from projects similar in scope to the work anticipated to be performed by this solicitation. References shall be verified by City staff. If references cannot be reached using the contact information provided and/or are not responsive, evaluation points shall reflect as such.

2.3 INSURANCE REQUIREMENTS.

- (a) **COMMERCIAL AUTO LIABILITY.** Awarded vendor shall procure and maintain for the life of this agreement commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations.
- (b) **COMMERCIAL GENERAL LIABILITY.** Awarded vendor shall procure and maintain for the life of this agreement commercial liability insurance with minimum coverage limits not less than:
 - (1) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - (2) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - (3) Policy must include coverage for contractual liability and independent contractors.
- (c) **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Awarded vendor shall procure and maintain for the life of this agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws. Vendor shall ensure any and all subcontractors have the required coverage for all of their employees as required by applicable law. Vendor shall waive, and shall ensure that its insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages.

(d) **SPECIAL INSURANCE REQUIREMENTS:**

(1) **Professional Liability/Errors and Omissions Insurance**. Awarded vendor shall procure and maintain, for a period of at least **Five (5) Years** from the date of acceptance of the work by the City, a policy of professional liability/error and omissions insurance in an amount not less than \$1,000,000 per claim.

(e) **CITY AS ADDITIONAL INSURED AND ENDORSEMENTS**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this section with the exception of Workers' Compensation and Professional Liability policies. Vendor's Worker's Compensation policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. Vendor's Commercial General Liability policy shall be endorsed with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of vendor.

(f) **FAILURE TO MAINTAIN REQUIRED COVERAGE**. In the event that Vendor fails to obtain or maintain in full force and effect any required insurance coverage, the City may procure same from insurance carriers as the City may deem proper, irrespective that a lesser premium for such insurance coverage may be available, and Vendor shall pay, upon demand by City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing, in the event City is forced to procure the required insurance coverage due to Vendor's failure to comply with these Insurance Requirements, City shall in no manner be liable to Vendor for any insufficiency or failure of coverage with regard to same or any loss to Vendor occasioned thereby. Additionally, the procurement of such insurance coverage shall not relieve Vendor of its obligation to maintain said coverage in the types and amounts specified herein and Vendor shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Vendor's failure to maintain said coverage.

(g) **OTHER MISCELLANEOUS INSURANCE PROVISIONS**.

(1) These insurance requirements shall not relieve or limit the liability of vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under any contract to cover vendor.

(2) No work shall be commenced under any contract until the required Certificate(s) of Insurance have been provided. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

(3) Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

2.4 LOI TIMELINE. The City will attempt to follow the following schedule in the selection of the successful Firm(s). The timeframes set forth below are subject to change at any time in the City’s sole discretion.

Milestone	Date*
Deadline for Solicitation Clarification and Questions (by 5:00 p.m. EST)	June 20, 2024
Proposal Submission Deadline (by 2:00 p.m. EST)	June 27, 2024
Evaluation Committee Meeting and Step One Preliminary Scoring	TBD
Announcement of Advancing Shortlisted Firms/Selected Firms	TBD
Oral Presentations by Shortlisted Firms and Interviews (if required)	TBD
Final Scoring/Ranking and Posting of Recommended Firm(s) (if required)	TBD
Contract Preparation and Negotiations	TBD
City Council Award and Contract Approval Date	TBD

***The City reserves the right to make changes or alterations to the above timeline at any time as the City, in its sole discretion, deems to be in the best interest of the public. Any extension, change, or update to this schedule prior to project award shall be updated within the listing at www.bidocala.com. Proposers are responsible for verifying all listing information prior to submitting a response to this solicitation.**

END OF SECTION

SECTION 3
SUBMISSION INSTRUCTIONS, PROPOSAL ORGANIZATION REQUIREMENTS,
AND EVALUATION CRITERIA

Proposers shall follow the submittal requirements set forth herein. Responses that do not adhere to the following format or which fail to include the requested information/documents may be considered non-responsive and therefore ineligible for award. The City reserves the right to seek additional/supplemental information as needed.

3.1 PROPOSAL SUBMISSION INFORMATION AND DEADLINE

All Proposals must be electronically submitted via before 2:00 p.m. (EST) on the listing end date/bid close date identified at www.bidocala.com. Proposals received after this time and date will not be considered. **Proposals may not be submitted by any other means.** The City will not accept Proposals sent by U.S. Mail, couriers, fax, or e-mail.

- (a) Sealed electronic Proposals will be received and opened by the City's Procurement and Contracting Department electronically via the City's e-procurement portal. All submitted responses shall be time and date stamped at the time the documents are uploaded and received.
- (b) Any Proposals received after the advertised deadline for submissions will not be considered. It is the sole responsibility of each Proposer to ensure Proposal is submitted via the e-procurement portal on or before the advertised deadline.
- (c) The ProRFx timestamp shall be conclusive proof of the timeliness of submission.
- (d) By submitting a response, the Proposer certifies that neither Proposer nor any principal of Proposer is presently disbarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency (local, state, or federal).
- (e) No Proposer shall be permitted to submit multiple solicitation responses. Only one (1) submission per firm, corporation, or individual bidder shall be accepted (as corroborated by maintaining distinct financial books, corporate tax filings, and EINs).
- (f) Unit prices must be entered in the appropriate spaces provided (if applicable). The unit price for each item shall be all inclusive, unless otherwise specified.
- (g) All Proposers submitting bids on installation must supply written factory certification that they are an authorized/certified installer for the product (if applicable). Failure to supply this documentation with the Proposal may result in bid rejection at the City's discretion.
- (h) All items bid must be new. Used and/or refurbished items will not be considered unless specifically and expressly authorized by City in the written specifications issued with this solicitation.
- (i) Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall be UL-listed; or have passed the examination testing, where such has been established by UL for the items offered and furnished (if applicable).
- (j) Proposers shall examine the solicitation and contract documents and before submitting a bid, shall make a written request to City for an interpretation or correction of any ambiguity, inconsistency, or error therein which could have been discovered by a Proposer. At the Proposal opening each Proposer shall be presumed to have read and be familiar with the contract documents.
- (k) City reserves the right to award contracts to multiple vendors for the procurement of the subject goods or services.

3.2 COVER PAGE, PAGE SIZE, AND FORMAT

- (a) Proposals shall contain 8 ½" x 11" pages only with a minimum font size of 11 points. There is no page limit for this LOI; however, if there are page limits for specific Sections, it will be noted below.
- (b) The cover page shall include the title of this Solicitation along with the Proposer's firm name, address, contact person, telephone number, and e-mail address.

3.3 ORGANIZATION OF PROPOSAL

Proposers shall organize submittals in the following format with tabs separating each section. The Proposer's Letter of Interest shall be no more than **twenty (20) pages, excluding** front covers, a cover letter of up to two (2) pages, resumes, required statements and response forms, qualification letters, and certificates. Letters of Interests failing to provide sufficient information and assurances of performance to accurately assess each category of the required services which fail to comply with the requirements and conditions of the Letter of Interest will not be given further consideration.

- (a) **TRANSMITTAL LETTER.** A transmittal letter must accompany the submittal and must be signed by an individual legally empowered to represent the firm. The transmittal letter should include the following information:
 - (1) Identification of the individuals authorized to represent the firm/team in any negotiations, along with their mailing address, phone and fax numbers, and e-mail addresses.
 - (2) Specific statement that the Proposer has read and understands all procedures and criteria associated with the submittal requirements.
 - (3) Acknowledgement of receipt of this Solicitation and understanding that all terms and conditions contained herein may be incorporated into a resulting contract.
 - (4) Statement that the individual who will execute the resulting contract shall be authorized to do so as a representative of the team submitting the response.
- (b) **TAB 1 – FIRM PROFILE AND QUALIFICATIONS.**
 - (1) Provide a brief narrative which provides a general description of the Project team, highlighting the team's qualifications and experience managing previous projects, and the team's ability to provide the services detailed in the Solicitation.
 - (2) Provide an organizational chart depicting Proposer's key personnel that will be committed to the Project(s). The personnel identified in the organizational chart are expected by City to be utilized for the Project. City reserves the right to disallow substitutions without prior City approval.
 - (3) For each key personnel identified, describe their respective role and responsibilities with respect to this Project and provide a resume for each individual depicting education, certifications, professional affiliations, licensure, experience on similar or related projects; and any other unique qualifications.
 - (4) Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience including projects the team worked on together.
 - (5) Identify and provide qualifications and experience of any subcontractors/subconsultants, if any, and the resources available to perform the work for the duration of the Project.
 - (6) If the firm has status as a certified minority-, woman-, and/or veteran-owned business with the Florida Office of Supplier Diversity, Florida Department of Transportation, or other comparable agency, please provide a copy of said certification.
 - (7) Clearly identify the office location where primary services will be provided from and the office location(s) for any anticipated sub-consultants.

- (8) List any and all claims, arbitrations, administrative hearings and lawsuits brought by or against the Firm during the last ten (10) years. For each occurrence, include: (a) case name; (b) case number; (c) name of the project at issue; and (d) a description of the subject matter and outcome of the dispute.

(b) **TAB 2 – RELEVANT EXPERIENCE AND ILLUSTRATIVE WORK.**

- (1) Provide a list of at least five (5) engagements to provide commercial architectural/engineering design services for similar projects in the state of Florida. For the purposes of this LOI, “similar projects” shall include those projects where the firm was primarily responsible for the provision of signed and sealed, permittable, construction plans and specifications for new commercial/government facility construction, modification, renovation, remodel, or repair. Out of state projects will be considered, but at least five (5) projects must have been successfully completed in the state of Florida. For each engagement submitted as proof of experience, please identify:

- (a) Entity for whom services were provided and their location;
- (b) Engagement start and end date;
- (c) Summary of work actually performed; and
- (d) Reference information (point of contact name, title during project, telephone number, and e-mail address).

- (2) Firm may submit no more than three (3) Letters of Reference in addition to providing the information requested in this Section.

(c) **TAB 3 – PROJECT DELIVERY AND APPROACH.**

- (1) Describe the firm’s understanding of the nature of the work outlined in the Scope of Work, and its methodology to accomplish it.
- (2) Describe the delivery plan for the project including the firm’s communication plan, how the firm proposes to respond to the City’s requests for specific projects, and how projects will be managed to meet schedule and budget requirements.
- (3) Include any innovative approaches to providing the requested services.

3.4 EVALUATION PROCESS AND CRITERIA. The City desires to maximize the purchasing value of public funds. It is the intention of the City to award contracts to the most qualified, responsive, and responsible firms.

(a) **ADMINISTRATIVE REVIEW OF PROPOSALS.** City Procurement staff shall first review all Proposals in detail to make a determination as to the responsiveness of each Proposer:

- (1) Proposals will be deemed responsive where it complies with the requirements as set forth in this solicitation, including the submission of all required documentation in the format outlined by this Solicitation.
- (2) If a Proposal is found to be inadequate with regard to any of the requirements set forth in this solicitation, the City’s Procurement and Contracting Officer, in his/her sole discretion, shall make a determination as to whether or not the deficiency can fairly be corrected or if the Proposal should be rejected and found to be non-responsive.
- (3) Only those Proposals found to be responsive shall be submitted to the Selection Committee

(b) **SELECTION COMMITTEE REVIEW AND EVALUATION CRITERIA.** The Selection Committee appointed by the City will attempt to qualify one or multiple responsive and responsible firms using a competitive negotiation process based on the Evaluation Criteria set forth below. If oral interviews and presentations are determined to be necessary, final scoring will be conducted after the interviews. The evaluation will be in accordance with section 287.055, Florida Statutes.

- (1) The City's Selection Committee will be comprised of no less than three (3) members. The committee will consist of representatives from various and appropriate City departments as determined by the City's Procurement and Contracting Officer.
- (2) The Selection Committee member shall review each proposal individually and score each proposal based on the Evaluation Criteria set forth herein.
- (3) During the initial Selection Committee meeting, committee members shall discuss the proposals and compile individual rankings for each proposal based on the evaluation criteria stated herein to determine a shortlist of not less than three (3) firms, if responsive proposals are received from three (3) or more qualified firms. If fewer than three (3) firms respond to the solicitation, the selection committee members shall shortlist such firms as it deems to be most highly qualified.
- (4) Proposers shall be assigned a ranking in order of the total points awarded by the Selection Committee members. The proposer with the highest number of points awarded will receive an ordinal score of 1 and the proposer with the second highest number of points will receive an ordinal score of 2, and so on.
- (5) The Selection Committee may schedule oral presentations from the top-ranked firms and may, at their discretion, obtain guidance from third-party subject matter experts. Dates will be set for conducting interviews or presentations with shortlisted firms and notification will be sent by e-mail and/or telephone of the assigned date and time by Procurement Department staff. Alternatively, the Selection Committee may authorize staff to negotiate and finalize a contract to perform services as outlined in the solicitation with one or more of the highest-ranked proposers.
- (6) The Contracting Officer shall negotiate further terms and conditions of an agreement with the highest ranked proposer(s) until an agreement is reached, negotiations are terminated, or the City decides to terminate this LOI.
- (7) The City reserves the right to withdraw this solicitation, reject any or all proposers at any time and for any reason, and to issue such clarifications, modifications, and or amendments as it may deem appropriate in the best interests of the City.
- (8) **Evaluation Criteria.**

EVALUATION CRITERIA	SCORING (100 POINTS)
Firm Composition and Qualifications of Key Personnel. <i>Proposal contains documentation in support of qualifications, education, and licensure requirements. Proposal clearly sets forth the technical experience of the firm and qualifications of assigned staff with performing architectural services commercial/government facility construction, modification, renovation, remodel, or repair. Firm size and structure is appropriate and adequate.</i>	40
Firm Experience and References. <i>Proposal contains adequate documentation to support firm's experience. Proposal demonstrates no less than three years' experience providing signed and sealed, permittable, construction plans and specifications for new commercial/government facility construction, modification, renovation, remodel, or repair. Previous projects provide adequate assurance that firm has performed a minimum of five similar architectural projects in the state of Florida. Proposer has provided a minimum of three verifiable references from project similar in scope.</i>	30
Firm's Understanding of Project and Approach. <i>Proposal sets forth an adequate plan for the engagement. Proposal clearly states an understanding of the work to be performed. Proposed procedures are</i>	30

<i>appropriate and adequate. Proposal supports that the firm is able to meet timeframes and delivery dates.</i>	
TOTAL MAXIMUM POINTS	100

(c) **NEGOTIATION AND INTENT TO AWARD.** After the shortlisted firms have been ranked based upon the Evaluation Criteria, the City will issue its Intent to Award and engage in negotiations for the development of one or more professional architectural services contracts starting with the highest-ranked Proposers after the conclusion of the protest period. In the event that City is unable to negotiate a contract with one or more Proposers, such negotiations will be terminated and negotiations will continue with the remaining Proposer(s), and so forth, until successful contracts are negotiated or the City rejects all Proposals and terminates the solicitation.

- (1) Negotiation meetings will be conducted in Ocala, Florida and the City will distribute instructions and/or agendas in advance of each negotiation session. Representatives for the Proposer should plan to be available, without interruptions, for the entirety of the scheduled negotiation meeting.
- (2) Negotiations will not be open to the public, but will be recorded pursuant to Section 286.0113, Florida Statutes. The recorded sessions and any records presented at the meeting will remain exempt from Florida Public Records until such times as the City provides notice of an intended decision or until thirty (30) days after the final reply, whichever occurs first. Provided, however, if the information provided at the meeting is deemed to be material to the Solicitation, then an addendum will be issued to all responders.
- (3) After the successful negotiation of a professional services contract, the City will present the resulting contract to City Council for approval. City Council may approve the recommended award and negotiated contract or reject the award and contract. The decision of City Council shall be final.

3.5 CONTRACT TERM. Any resulting contract will be for an initial term of **THREE (3) YEARS**. Hourly rates negotiated under the resulting contract shall remain fixed and firm for the duration of the contract. There will be **ONE (1), THREE-YEAR** renewal option upon agreement of the parties.

3.6 CONTRACT AWARD.

- (a) City anticipates award to a firm or firms who submit Proposals deemed by the City to be the most advantageous for the City.
- (b) City reserves the right to make award(s) by individual service/item, aggregate or none, or a combination thereof; to cancel the solicitation, reject any and all Proposals, or waive any minor irregularity or technicality in Proposals received.
- (c) Proposer understands that by submitting a response to a solicitation does not constitute an agreement or a contract with the City.
- (d) In the event of a default by the awarded vendor, City reserves the right to utilize the next highest rated Proposer meeting specifications as the new awarded Vendor. In the event of this occurrence, the next highest rated Proposer meeting specifications shall be required to provide the goods or services at the prices as contained on their Proposal or bid for this specification.
- (e) The contract that the City expects to award as a result of this Solicitation will be based upon the Solicitation documents, Vendor's final response to the Solicitation as accepted by the City, and the City of Ocala's General Terms and Conditions and any Special Terms and Conditions attached hereto.

3.7 **ADDITIONAL INFORMATION.**

- (a) **Offer and Binding Authority.** Each Proposal timely received by City at the time advertised for the bid opening shall constitute an offer by the Proposer to sell the goods and/or perform the services in strict accordance with the terms and conditions set forth in the solicitation, all for the bid amount. The individual submitting the Proposal must, and shall be deemed to, have binding authority to submit contracts on behalf of the responding firm.
- (b) **Determination of Responsiveness and Responsibility.** After Proposal opening, but before any award is made, the City shall evaluate (as applicable) the solicitation process, the bid total, any supplements to the Proposal submittal forms, Proposer experience, any proposed subcontractors and/or equipment manufacturers, Proposer's past performance and references, and any other data deemed by the City to be relative to making a determination of Proposer's responsibility and qualifications to perform satisfactorily under the resulting contract.
- (c) **Mistakes.** Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instruction pertaining to the solicitation. Failure to do so shall be at Proposer's risk and expense. All extensions of the unit prices shown, and the subsequent addition of extended amounts, shall be verified by City. In the event of a discrepancy between the sum of the extended amounts and the bid total, the unit price shall govern (if applicable). The City reserves the right to add to or delete any item from a bid or resulting award when deemed to be in the best interest of the City.
- (d) **Subcontractors and Equipment Manufacturers.** Proposer may be required to submit, in writing, the names and addresses (and other material information) for any proposed subcontractors or equipment manufacturers identified in the Proposal. City reserves the right to disapprove any proposed subcontractor or equipment manufacturers whose technical or financial ability, resources, or experience are deemed (in the City's sole discretion) to be inadequate.
- (e) **Samples.** Samples of items (when required) must be furnished free of expense to City and upon request, be returned to the bidder at the bidder's expense. Samples of selected items may be retained for comparison purposes.
- (f) **Right to Cancellation, Rejection, Disqualification, and Waiver.** City reserves the right to reject any bid where the prices appear to be unbalanced, and to reject any or all bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the City. City reserves the right to cancel the bid in its entirety or waive any minor irregularity or technicality in bids received.
- (g) **Sole Proposer.** Where only a single responsible and responsive Proposal is received, City may, in its sole discretion, elect to conduct a price or cost analysis of the Proposal. Such Proposer shall cooperate with the City's analysis and provide such supplemental information as may be required. The determination whether to enter into an agreement with a sole Proposer shall be solely within the City's discretion and shall not be conditioned upon the City's performance of a price or cost analysis.
- (h) **Shortlisting and Oral Presentations.** In general, City wishes to avoid the expense (to the City and to proposing firms) of unnecessary presentations. Therefore, City will make every reasonable effort to rank/select firms based on written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, the City may shortlist Proposals and require those Proposers to make oral presentations, participate in interviews, or answer questions. These presentations, interviews, and questions will provide Proposers with an opportunity to demonstrate their qualifications, approach to the project, and ability to furnish the required services. City reserves the right in all instances to conduct personal interviews or require presentations of any or all Proposers prior to selection. City shall not be liable for any costs incurred by Proposers in connection with personal interviews or presentations (i.e., travel, accommodations).

- (i) **City's Selection Committee.** City's selection committee may consist of representatives from the City of Ocala, City Council members, and/or the Mayor. City reserves the right to adjust the makeup of the selection committee. Evaluation criteria and selection schedules will be announced either within the solicitation documents or with the posting of a Public Notice.

3.8 CONTRACT TERMS AND CONDITIONS. Please review the City's General Terms and Conditions and any Special Terms and Conditions prior to submitting a response to this Solicitation and expect for them to be included in any award resulting from this Solicitation. By submitting a response, Proposer acknowledges its acceptance of the Solicitation specifications, the City of Ocala's General Terms and Conditions, and any Special Terms and Conditions attached hereto without modification unless expressly stated in the submitted offer. If Proposer takes exception to any provision, Proposer must state the reason for the exception and state the specific contract language it proposes to include in place of the provision and upload said exceptions as part of Proposer's response to this Solicitation.

3.9 RIGHT TO PROTEST. Any actual bidder or offeror that has submitted a Proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract must protest in writing in compliance with the City of Ocala's Procurement Policy found at www.bidocala.com.

END OF SECTION