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:

EMPLOYEE HEALTH CLINIC SERVICES AND ADMINISTRATION REQUEST FOR PROPOSALS ("RFP") #: HUM/260527

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: **April 13, 2026, 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: **April 20, 2026, 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:
ASHLEY PRESLEY, BUYER
E-Mail: apresley@ocalafl.gov
Phone: (352) 629-8364

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 REQUEST FOR PROPOSALS

The City of Ocala (the City) is seeking proposals from qualified, responsible, and experienced firms to manage, administer, and staff the City's on-site health clinic located at 2100 NE 30th Avenue Building 300, Suite 102, Ocala, Florida 34470 (hereinafter referred to as the "Health Clinic"). The City intends to contract with a provider who is capable of providing the highest level of primary, urgent, and occupational healthcare services to employees, retirees, and dependents (aged two-years and older) who are enrolled in the City of Ocala's health plan. Costs for all services performed in the Health Clinic will be charged to the City directly.

It is anticipated that one (1) firm (the "Provider") will be awarded the resulting five-year services contract with a commencement date of October 1, 2026. The contract will offer two optional five-year renewal terms. **Proposers are encouraged to be responsive yet creative and innovative in their responses. Submittals should clearly outline methods for improving employee health and reducing plan costs.**

1.1. **EXHIBITS**: The following Exhibits are incorporated into and made a part of this Solicitation as if fully set forth herein.

(a) **EXHIBIT A**: **Proposer Understanding, Approach, and Methodology for the Provision of Health Clinic Services**

(b) **EXHIBIT B**: **Reference Form**

(c) **EXHIBIT C: Current City Clinic Layout**

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**.

(a) Proposers are responsible for verifying all listing information prior to submitting a response to the Solicitation.

(b) Proposers must communicate any questions regarding this Solicitation by the deadline set forth above.

(c) Any and all questions must be submitted to the Procurement Department electronically via www.bidocala.com. Responses will be made electronically and posted online. It is the responsibility of the proposers to check for updates.

(d) If necessary, any addenda shall be posted to the www.bidocala.com website.

(e) It is our standard policy that no addendum will be issued less than three (3) calendar days prior to the deadline established for receipt of proposals, except for an addendum withdrawing the solicitation or one which includes postponement of the date for receipt of proposals.

(f) No verbal or written information obtained by means other than those set forth in this Solicitation, or by addendum thereto, shall be binding upon the City.

1.4. AMENDMENTS TO SOLICITATION.

(a) Should it become necessary for the City to revise or amend any part of this 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 is determined by the City, 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, proposers certify that they have carefully read the solicitation documents, including any addenda, exhibits, attachments, and/or appendices in their entirety and agree that to the best of their knowledge no pages or parts of the documents appear to have been omitted and that they fully understand, accept, and agree to 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. COST INCURRED IN RESPONDING. All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

1.9. INDULGENCE. Indulgence by the City on any non-compliance by the proposer does not constitute a waiver of any rights under this request.

1.10. FEDERAL DEBARMENT. By submitting a proposal, the proposer certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

1.11. PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

1.12. E-VERIFY. Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the contract and shall expressly require any sub-consultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the contract term.

1.13. MATERIALS. All materials submitted in response to this solicitation shall become the property of the City.

1.14. INTELLECTUAL PROPERTY RIGHTS. The Proposer will indemnify and hold harmless, the City from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the City. If the proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the City.

1.15. 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) 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 must complete and submit an "Officer and Employee Disclosure Statement" with every submission. This statement is available at www.ocalafl.gov/home/showpublisheddocument/19443/637877785569170000. **Failure to disclose known conflicts of interest shall result in Proposal rejection and/or contract termination, if awarded.**

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

(a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, or any other group who seeks to influence the decision of a City Council member of City personnel after the advertisement of a solicitation and prior to the vote of City Council on the award of a contract.

(b) 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, the City's Procurement Manager, or the City's Procurement and Contracting Officer ("Assigned Procurement Personnel").

(c) 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.

(d) Proposers (including their agents or other third parties on their behalf) are prohibited from discussing this solicitation, or their submittals thereto, with competing firms under this solicitation. All oral and written inquiries must be directed through assigned procurement personnel.

(e) **Proposers (or any third party on their behalf) who lobby or initiate otherwise prohibited communications shall be disqualified from consideration for award; AND may be subject to a three (3) year debarment from doing business with the City of Ocala.**

1.18 **PUBLIC RECORDS**. All written competitive submissions received by the city pursuant to this RFP including all replies, oral presentations, other submissions, correspondence, meetings and records made thereof, and any other records concerning this solicitation shall be handled in accordance with Chapter 119, Florida Statutes, and Article 1, Section 24, of the Florida Constitution.

(a) Sealed proposal responses or replies received by the City in response to its solicitations are exempt from public disclosure until such time as the City provides notice of an intended decision or until thirty (30) days after the opening of the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A proposal or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all proposals or replies.

(b) Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 (Public Records) and Section 815.045 (Trade Secret Information), Florida Statutes. Should bidders/proposers consider any information related to their proposal or the services to be provided to City to be proprietary, a trade secret, or otherwise constitute confidential material under Florida or federal law, bidder/proposer shall designate such portion of the material as such by clearly marking it as CONFIDENTIAL, PROPRIETARY, or TRADE SECRET and submit both a non-redacted and redacted copy of their submission. The redacted copy shall only exclude or obliterate the exact portions claimed to be confidential, proprietary, or trade secret. Additionally, bidder/proposer shall state the basis for of the exemption that it contends is applicable to the record, to include the statutory citation to an exemption created or afforded by statute.

(c) **THE CITY WILL MAKE NO EFFORT TO VERIFY WHETHER OR NOT THE REDACTED MATERIAL IS EXEMPT FROM CHAPTER 119, FLORIDA STATUTES. THAT DETERMINATION IS TOTALLY THE RESPONSIBILITY OF THE BIDDER/PROPOSER AND THE BIDDER/PROPOSER SHALL BE SOLELY RESPONSIBLE FOR DEFENDING ITS DETERMINATION THAT THE REDACTED PORTIONS OF ITS RESPONSE ARE CONFIDENTIAL, TRADE SECRET, OR NOT OTHERWISE SUBJECT TO DISCLOSURE. PROPOSER SHALL PROTECT, DEFEND, AND INDEMNIFY THE CITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO PROPOSER'S DETERMINATION THAT THE REDACTED PORTIONS ARE NOT SUBJECT TO DISCLOSURE. IF THE PROPOSER FAILS TO SUBMIT A REDACTED COPY OF ITS SUBMISSION, ANY CLAIM OF CONFIDENTIALITY IS WAIVED, AND THE CITY SHALL BE AUTHORIZED AND REQUIRED TO PRODUCE THE**

ENTIRE DOCUMENT OR RECORD IN ITS ANSWER TO A PUBLIC RECORDS REQUEST FOR SAID RECORDS.

1.19 **ANTI-COLLUSION STATEMENT**. By responding to this Solicitation, Vendor certifies that the following statements are true:

(a) All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

(b) 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.

(c) 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.

(d) 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.

1.20 **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.**

END OF SECTION

SECTION 2
BACKGROUND INFORMATION, MINIMUM REQUIREMENTS, RFP TIMELINE

2.1. **BACKGROUND INFORMATION**. The City of Ocala ("City") is seeking proposals from qualified, responsible, and experienced firms to manage, administer, and staff the City's on-site health clinic located at 2100 NE 30th Avenue, Building 300, Suite 102, Ocala, Florida 34470 (hereinafter referred to as the "Health Clinic"). The City intends to contract with a provider who is capable of providing the highest level of primary, urgent, and occupational healthcare services to employees, retirees, and dependents (aged two-years and older) who are enrolled in the City of Ocala's health plan. Costs for all services performed in the Health Clinic will be charged to the City directly.

(a) **City Health Plan and Eligible Users:** The City of Ocala has a self-funded medical and prescription drug plan with Florida Blue. The City is committed to the health and wellness of its subscribers and desires to continue to adopt plans to encourage healthy behaviors. The City's benefit program includes the availability of an on-site health clinic for the value and convenience of its subscribers, as well as incentives for employees who voluntarily participate in the City's annual wellness program. Participants in the City's wellness program have the option to complete annual health risk assessments (HRAs) at the employee health center or through their personal physician in exchange for a discount on insurance premium costs. If completed at the health clinic, one appointment is required for a lab panel and another for the follow-up with the provider to discuss the results

The number of employees, dependents, and retirees currently eligible to utilize the Health Clinic are:

- 1,200 employees
- 600 spouses
- 960 dependents
- 190 retirees

(b) **Current Clinic Operations:** The Health Clinic is currently staffed with 12 employees consisting of 1 physician, 4 Physician Assistants, a Registered Nurse health center manager, 5 Certified Medical Assistants, and a Licensed Practical Nurse. The Health Clinic operates out of a city-owned building with 5 fully furnished exam rooms, 1 laboratory/phlebotomy room, 2 waiting rooms, provider offices, as well as medication and cold storage space. Standard hours of operation for the Health Clinic are:

Monday – Thursday	7:00 a.m. – 5:30 p.m.
Friday	8:00 a.m. – 5:00 p.m.
Saturday – Sunday	Closed

Holidays Closed all City holidays (New Year's Day, Martin Luther King Day, Memorial Dy, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve, and Christmas Day.)

2.2. OBJECTIVES OF THIS REQUEST FOR PROPOSALS.

(a) The objective of this solicitation is to identify and engage a well-qualified provider capable of providing cost-effective and quality health care and/or pharmaceutical services for employees, retirees, and dependents of the City of Ocala using the City's existing clinic facility.

(b) The City of Ocala provides general health and wellness services, as well as occupational and pharmaceutical services, through the on-site Health Clinic in an effort to improve the overall health of its employees, retirees, and their dependents, and reduce the per-capital cost for healthcare.

2.3. MINIMUM QUALIFICATIONS (PRE-QUALIFICATION REQUIREMENTS). As part of the selection process, interested firms must first demonstrate they are qualified to participate in the solicitation process by clearly showing they meet the minimum qualification requirements set forth herein. Proposals submitted by firms that do not meet the qualification requirements will not be accepted.

(a) Must have a verifiable record of managing and operating at least one (1) health center/clinic for a municipality or other governmental entity for a period of at least five (5) consecutive years, which provided the same type of services as those sought by the City of Ocala and is equivalent in scale to the number of participants.

(b) Must have a record of no less than five (5) years of satisfactory contractual performance demonstrated through the provision of no less than three (3) references where proposer provided the same type of health center/clinic management and operational services as those sought by the City within the United States. At least one (1) reference must be from a health center/clinic for a municipality or other governmental entity managed by the proposer for a period of at least five (5) consecutive years where the same type of services as those sought by the City of Ocala were provided and equivalent in scale to the number of participants.

(c) Must be able to provide all services at the City's existing clinic facility located at 2100 NE 30th Avenue, Building 300, Suite 102, Ocala, Florida 34470. (Additional locations will be considered in the best interest of the City, but the provider must continue to utilize the City's existing clinic as the primary location.)

(d) Must be legally qualified, properly certified, and clearly demonstrate in the written proposal that you meet the minimum standards of licensure, competency, and experience required to manage and operate a health center or clinic, including the requirements set forth for Florida health care clinics located at https://ahca.myflorida.com/health-quality-assurance/bureau-of-health-facility-regulation/hospital-outpatient-services-unit/health-care-clinics/medical-clinic-director-information.

(e) Must demonstrate and clearly show in the written proposal that you have adequate staff, technical resources, financial resources, and equipment (or have the ability to obtain and to manage such staff, resources and equipment) that are required in order to successfully perform the services required for the entirety of the resulting contract term.

2.4. 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:

(a) 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

(b) 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.

(c) 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 ensure that its medical professionals procure and maintain, for a period of at least **Five (5) Years** from the date of acceptance of the work by the City, policies of professional liability/error and omissions insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate. Awarded vendor must require its medical professionals to provide immediate notification of any lapse of required coverage and the awarded venro must promptly remove and replace said medical professionals with other qualified medical professionals holding adequate coverage. Awarded vendor shall provide proof of said coverage for its medical professionals.

(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. Awarded 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 the awarded 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 awarded vendor's failure to comply with these Insurance Requirements, City shall in no manner be liable to awarded 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 awarded vendor of its obligation to maintain said coverage in the types and amounts specified herein and awarded vendor shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from awarded vendor's failure to maintain said coverage.

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

(1) These insurance requirements shall not relieve or limit the liability of awarded vendor. City does not in any way represent that these types or amounts of insurance are sufficient or

adequate to protect awarded vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under any contract to cover awarded 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) Awarded 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.

2.5. **PROJECTED RFP TIMELINE**. The City will attempt to follow the following schedule in the selection of the successful proposer. 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	**April 13, 2026**
Proposal Submission Deadline	**April 20, 2026**
Administrative Review of Proposals	TBA
Evaluation Committee Meeting and Step One Preliminary Scoring	TBA
Announcement of Advancing Shortlisted Firms	TBA
Oral Presentations by Shortlisted Firms and Interviews (if required)	TBA
Final Scoring/Ranking and Posting of Recommended Firm	TBA
Contract Preparation and Negotiations	TBA
City Council Award and Approval Date	TBA
Contract Execution	TBA

***The City reserves the right to make changes or alterations to the Project Schedule 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
SCOPE OF PROFESSIONAL SERVICES

The City of Ocala (the "City") provides a self-funded healthcare benefit plan for its employees, retirees, and their dependents. Healthcare benefits are administered through a third-party relationship with Florida Blue. There are approximately 2,950 subscribers covered under the City's healthcare benefit plan categorized as follows:

- 1,200 active employees
- 600 spouses
- 960 dependents
- 190 retirees

The provision of healthcare benefits for the City's subscribers constitutes a significant operational expense to the City and the provision of quality healthcare for those subscribers at a reasonable and affordable cost is of the utmost importance.

The City's benefit program includes the availability of an on-site health clinic for the value and convenience of its subscribers, as well as incentives for employees who voluntarily participate in the City's annual wellness program. Wellness program participants have the option to complete annual health risk assessments (HRAs) at the employee health clinic or through their personal physician in exchange for a discount on insurance premium costs. If completed at the health clinic, one appointment is required for a lab panel and another for the follow-up with the provider to discuss the results.

The City's provider will be required to provide comprehensive medical services to as many of the City's subscribers that choose to utilize the health clinic for primary care. If specialty care is required, health clinic professionals will refer subscribers to in-network providers. Medical services may include, but shall not be limited to:

3.1. Primary Care Health Services.

(a) Primary and preventative care services
  (1) Annual physicals
  (2) Well-woman examinations
  (3) Biometric screenings
  (4) Influenza vaccinations
  (5) Other vaccine administration

(b) Chronic condition management
  (1) Diabetes
  (2) High cholesterol
  (3) Hypertension

(c) Acute, episodic and/or urgent care services, symptom treatment, and management
  (1) Sore throat and ears
  (2) Headaches, cough, and sinuses
  (3) Strains, sprains, and musculoskeletal issues
  (4) Urinary complaints
  (5) Laceration repairs

(d) Lab draws and pathology services
(e) Pharmaceutical dispensing
(f) Screening and diagnostic services
(g) Pediatric care for patients aged 2 years and older
(h) Electronic medical records with online patient portal
(i) Online scheduling
(j) Telehealth
(k) X-Rays

3.2. Occupational and Employment-Related Services.

(a) Routine physicals to include pre-employment, fitness for duty, and annual public safety. General pre-employment physical examinations should consist of the following:

(1) Complete vital signs inclusive of height and weight
(2) Job description review with employee to determine the ability to perform essential duties safely
(3) Visual acuity
(4) EKG (if medically indicated)
(5) Audiogram
(6) Spirometry
(7) Medical history review
(8) Occupational history review with an emphasis on history of injuries

(b) First treatment of minor work-related injuries and illnesses. Must be able to coordinate with the City's Workers' Compensation Third-Party Administrator (TPA) and complete First Report of Injury or Illness (FROI) within 24-hours.

(c) Coordination of care management until Maximum Medical Improvement (MMI)

(d) Clear emergency room protocols

(e) Testing for immunization against hepatitis, tuberculosis (PPD testing), tetanus, diphtheria, and pertussis, and influenza vaccinations

(f) Drug and alcohol testing to include pre-employment, post-employment (random and reasonable suspicion), and Department of Transportation (DOT) testing in compliance with 49 CFR Part 40.

(g) Firefighter, police officer, and safety sensitive position examinations to be performed in accordance with guidelines specified by the Occupational Safety and Health Administration (OSHA), DOT, National Fire Protection Agency (NFPA), Florida Department of Law Enforcement (FDLE), the Florida Heart and Lung Statute (§112.18, F.S.), and other applicable laws. Annual testing for firefighters and law enforcement officers must contain the following tests and measurements:

(1) Chest x-ray
(2) Cardiac stress test
(3) Pulmonary function test
(4) EKG
(5) Complete metabolic and lipid panels with CBC w/differential
(6) TB skin test (PPD)
(7) Complete vital signs, including height and weight
(8) Visual acuity with peripheral vision and color perception assessment
(9) Audiogram
(10) Spirometry
(11) Job description review and employee to determine ability to perform essential functions safely
(12) Medical history review
(13) Occupational history review with emphasis on injury history
(14) Urinalysis
(15) PSAs if over 40 years of age
(16) Cotinine and Heavy Metal Testing (firefighters only)
(17) Hepatitis profile and Hepatitis B surface antibody (firefighters only)
(18) Determination of compliance with applicable NFPA standards (firefighters only)
(19) Determination of compliance with applicable FDLE standards (law enforcement only)

3.3. Annual Employee Health Fair. Provider must support organization and participation in community events, including the City's Annual Employee Health Fair, to increase awareness of health care services and resources.

3.4. Staffing.

(a) Provider shall be responsible for the provision of a Florida-licensed physician and all necessary support staff required for the efficient operation of the Health Clinic. Staffing for the Health Clinic should include, at a minimum, a physician, nurse practitioner or physician assistant, medical assistant, radiology technician, Health Center Manager RN, and receptionist.

(b) The physician shall be dedicated to the City Health Clinic for no less than twenty (20) hours per week, excluding vacation, holidays, training, and sick time, unless otherwise pre-approved by the City.

(c) Provider shall assign a dedicated Account Manager to serve as the primary contact for the City's Project Manager and Human Resources staff.

3.5. Scheduling, Patient Portal, and Medical Records.

(a) Provider shall maintain an online appointment scheduling system available to City subscribers. Patients shall not wait more than thirty (30) minutes for an appointment that was properly scheduled.

(b) Provider shall maintain medical records for each person who receives services performed at the Health Clinic. Records shall be maintained in a professional manner consistent with the accepted practice of the community and applicable law. Provider shall be solely responsible for the storage, maintenance and confidentiality of such records and shall be responsible for fulfilling all requirements imposed by state, local and federal law with respect to the preparation, maintenance, security, disclosures, and retention of medical records. Provider agrees to keep and maintain any medical records for the longer of ten (10) years or as required by Florida law. Provider shall provide patients with copies of their medical records upon request.

(c) Provider's appointment scheduling and electronic medical records system shall be fully functional 95% of the time and shall meet all privacy requirements.

3.6. Population Health, Quality Assurance, and Reporting.

(a) The goal of the health clinic is to provide high quality healthcare and to identify high risk patients and those with chronic conditions for the purposes of offering health coaching to: (1) mitigate the risk of patients becoming seriously ill; and (2) help achieve an ideal standard of care, while reducing the per capita cost of healthcare for members and the City.

(b) Health clinic staff shall collaborate with the City and its Agent of Record to provide lifestyle management programs for the City's subscribers. All subscribers shall be encouraged to voluntarily participate in annual biometric screening and to voluntarily complete a HRA.

(c) Provider will be expected to provide monthly reports for all services provided which will include utilization, health tracking, referral tracking, and other reports as determined in collaboration with the City for primary care health services and occupational and employment-related services.

(d) Provider shall provide a client satisfaction survey via the internet at least quarterly to patients that have visited the Health Clinic within the past quarter including a means by which patient feedback may be provided anonymously.

(e) Provider shall schedule and conduct, at minimum, quarterly review meetings with the City, and its health insurance consultant, which will include review of all facets of the Health Center's operations. Quarterly review meetings shall be conducted by Provider on or before the 15th of the month following the end of the quarter.

3.7. Location, Hours of Service, and Availability.

(a) Provider will be expected to operate from the City's Health Clinic located at 2100 NE 30th Avenue, Building 300 Suite 102, Ocala, Florida 34470. (Additional locations must be considered in the best interest of and approved by the City, at the City's sole discretion, but the provider must continue to utilize the City's existing clinic as the primary location.)

(b) The current hours of operation for the City's health clinic are 7:00 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 5:00 p.m. on Fridays. The health clinic is closed daily for lunch from noon to 1:00 p.m. The health clinic will be expected to follow the City's holiday schedule.

(c) The City agrees to review proposals for standard hours of operation that differ from the City's current health clinic operating hours. Operating hours shall be subject to City approval, which will not be unreasonably withheld.

(d) Once the City and provider have agreed upon standard hours of operation, the provider shall provide any request for work performed outside of said hours not less than 48 hours in advance.

3.8. Equipment and Operating Expenses.

(a) Provider shall be authorized to utilize City-owned equipment located at the primary Health Clinic location. Provider shall maintain, or arrange for the maintenance of, all technical, mechanical, or electronic equipment used in the operation of the Health Clinic.

(b) City shall be responsible for most operating expenses to include heat, air conditioning, electricity, water and sewer utilities, telephone access, and internet access. General cleaning services for the Health Clinic are provided by the City.

END OF SECTION

SECTION 4
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.

4.1. **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) Proposals failing to provide sufficient information and assurances of performance so as to permit the City to accurately assess each category of the required services will be deemed non-responsive and will not be given further consideration.

(g) 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.

4.2. **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 RFP; 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.

4.3. **ORGANIZATION OF PROPOSAL.** Proposers shall organize submittals in the following format with tabs separating each section.

(a) **TRANSMITTAL LETTER**. A transmittal letter must accompany the submittal and must be signed by an individual legally empowered to represent and bind the proposing firm. The transmittal letter must, at minimum, include the following information:

(1) Corporate name (if applicable), address and telephone number for principal office and number of years in business.

(2) A short narrative describing the firm's understanding of the scope of services to be performed and a brief statement of why the firm believes itself to be the best qualified to perform the engagement.

(3) Include an affirmative statement that the firm has received, read and understands all procedures and criteria associated with the submittal requirements, and understands 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 – BACKGROUND, QUALIFICATIONS, AND EXPERIENCE**.

(1) **Company Profile**.

- State the size of the firm, type of business entity, whether the firm is publicly or privately held, parent company (if any), and the number of years engaged in the provision of healthcare services.
- Describe the size and scale of your company. How many health clinics does your company currently operate? Where are your health clinics located? How many eligible members does your company cover?
- Physical location of the management office that will be responsible for the operations of the health clinic.
- Provide an organizational chart depicting the firm's leadership team, medical providers, and principal supervisory and management staff (all referred to herein as "Key Personnel") who would be assigned to the engagement.
- For each of the key personnel identified, describe their respective role and responsibilities with respect to this engagement and provide a resume for each individual depicting:
  - education, certifications, and licensure;
  - experience in similar engagements of this size and scope;
  - memberships in professional organizations; and
  - any other unique qualifications relevant to the performance of these services.
- Identify the percentage of time that each key personnel member will devote to the entire engagement and any other projects currently on-going or anticipated to be on-going during the period of engagement.
- Describe the resources held by your company that will allow it to simultaneously contract with and provide services to large, geographically dispersed, governmental entities and other organizations.

(2) **Qualifications and Experience**.

- Provide a detailed description of your experience in providing similar health center/clinic management and operational services. Specify the length of time the proposer provided services for each entity.
- Provide a copy of all licenses and documentation applicable to this engagement including any documentation which verifies that proposer is legally qualified, properly certified, and capable of meeting the minimum standards of licensure, competency, and experience required to manage and operate a health center or clinic, including the requirements set forth for Florida health care clinics located at https://ahca.myflorida.com/health-quality-assurance/bureau-of-health-facility-regulation/hospital-outpatient-services-unit/health-care-clinics/medical-clinic-director-information.
- Identify all contracts and/or subcontracts that were terminated prior to completion within the past five (5) years, regardless of whether termination was due to the

fault of the firm or the contracted-with party. Briefly describe the circumstances and outcomes for each.

- Identify all claims arising from a contract which have resulted in litigation or arbitration in the last five (5) years. Briefly describe the circumstances and outcomes for each.
- Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with state regulatory bodies or professional organizations.

(c) **TAB 2 – REFERENCES**

(1) Proposer must provide information for a minimum of three (3) references from clients for whom proposer has provided the same type of health center/clinic management and operational services as those sought by the City of Ocala within the United States. At least one of these references must be from a health center/clinic for a municipality or other governmental entity managed by the proposer for a period of at least five (5) consecutive years where the same type of services were provided and equivalent in scale to the number of participants. Reference information must be provided on **Exhibit B – Reference Form.**

(2) Letters of Recommendation may also be attached to this section.

(d) **TAB 3 – UNDERSTANDING, APPROACH AND METHODOLOGY.**

(1) Provide a written response to each question listed on **Exhibit A - Proposer Understanding, Approach, and Methodology for the Provision of Health Clinic Services**.

(2) Provide a detailed implementation timeline, if applicable.

(3) Provide a written list of any exceptions and/or restrictions to the City's Scope of Work, General Terms and Conditions, or any other provision or requirement set forth in this RFP. Exceptions must be clearly stated along with the reason for the exception.

(e) **TAB 4 – STAFFING PLAN and FEE AND COST STRUCTURE**.

(1) Provide your desired staffing plan and a comprehensive breakdown of costs, which may include one or more of the following pricing models. Alternative pricing structures not listed are also welcome for consideration:

- Per Employee Per Month (PEPM): A rate based on the number of employees covered, billed monthly.
- Flat Monthly Fee: A consistent monthly charge regardless of employee count.
- Alternative Pricing Structures: If applicable, vendors may propose other pricing models with a detailed explanation of the structure and benefits.

(2) Provide an itemized estimated budget for any start-up or initial costs. This may include, but shall not be limited to:

- Implementation fees
- Training and onboarding expenses
- Software set up or configuration costs
- Any other relevant one-time costs
- Note: If the clinic is established and no start-up costs are required, proposers should explicitly state this.

(3) Proposers should outline all anticipated ongoing fees, which may include:

- Monthly service fees
- Maintenance and support costs
- Licensing or subscription fees
- Any other recurring charges

(4) Billing Structure: The City of Ocala prefers a fixed-fee billing structure, but remains open to other models offering clear benefits and transparency. Proposers should describe their proposed billing structure and provide a sample invoice.

(5) All proposals must expressly confirm the following information:

- All provider and staff compensation, including bonuses, that are included in the proposed fee
- There will be no additional cost to the City for alternate or replacement staffing, including coverage to be provided during vacations, training, or unfilled positions.
- All supplies and equipment will be provided and billed as a pass-through charge with no additional markup.
- Medications dispensed at the Health Clinic shall be provided and billed as a pass-through charge with no additional markup.

(6) All pricing shall be firm for the initial contract term and the City shall not be invoiced at prices higher than those stated in the contract resulting from this solicitation. At the end of the initial term, pricing may be adjusted based upon the mutual agreement of the parties.

4.5. <u>EVALUATION PROCESS AND CRITERIA</u>. The City desires to maximize the purchasing value of public funds by procuring services based on best value. The City intends to award the contract to the most qualified, responsive, and responsible firm which may not necessarily be the proposer offering the lowest cost. A best value determination evaluates the best combinations of quality, service, time, safety, security, and cost over the contract term. Qualifications and value shall be more heavily weighed over price.

(a) **ADMINISTRATIVE REVIEW OF PROPOSALS**. Procurement and Contracting 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 they comply with the requirements set forth in this solicitation, including the submission of all required documentation in the format outlined.

(2) If a proposal is found to be inadequate with regard to any of the requirements, 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) Proposals failing to provide documentation in support of the Minimum Qualifications requirements set forth in this solicitation shall be rejected and removed from consideration.

(4) Only responsive proposals from responsible proposers shall be submitted to the Selection Committee

(b) **SELECTION COMMITTEE REVIEW AND EVALUATION CRITERIA.** Responsive and timely received proposals from responsible firms will be evaluated by the Selection Committee on a fair and consistent basis according to the evaluation criteria set forth below. If oral interviews and presentations are determined to be necessary, final scoring will be conducted after the interviews.

(1) The Selection Committee shall review each proposal individually and score each proposal based on the evaluation criteria stated herein. Throughout the evaluation process, the Selection Committee may, at its sole discretion, obtain guidance from third-party subject matter experts (the "Advisory Committee").

(2) During the initial Selection Committee meeting, Committee members will discuss proposals and compile individual rankings for each based on the Step One Evaluation Criteria set forth below. The resulting scores will be utilized to determine a shortlist consisting of not less than three (3) of the highest-ranking firms. If fewer than three firms respond to the RFP or are otherwise found to be qualified, the Selection Committee shall shortlist as many firms as it deems to be most qualified. The Selection Committee meeting shall be formally noticed by e-notification and posting on the City of Ocala website.

STEP ONE EVALUATION CRITERIA	SCORING (100 POINTS)
Clarity and Completeness of Proposal. *Firm submitted a complete proposal with required information and in the required format with adequate material to support proposal.*	**20**
Qualifications and Experience of Firm and Assigned Personnel. *Proposal contains documentation in support of qualification, experience, and licensure requirements. Proposal clearly sets forth the technical experience of the firm with respect to its operation and management of health care clinics of similar size and scope for municipalities and/or other governmental entities. Firm size and structure is appropriate and adequate. Firm is capable of operating from the City's existing health clinic location.*	**40**
Past Performance and Reputation. *Proposal contains the required amount of references. References reflect experience with similar projects and an ability to deliver services on time, economically, and in accordance with contract terms and conditions.*	**40**
Total Maximum Points	**100**

(3) The Selection Committee will then schedule oral presentations and interviews with the top-ranked firms and at the conclusion of the presentations will compile final rankings for each based on the Step Two Evaluation Criteria set forth below. Dates will be coordinated with the shortlisted firms and scheduling notifications will be sent in writing by Procurement staff.

STEP TWO REVIEW EVALUATION CRITERIA	SCORING (100 POINTS)
Understanding, Approach and Methodology. *Exhibit A - Proposer Understanding, Approach, and Methodology for the Provision of Health Clinic Services was fully completed and demonstrates an understanding of the City's needs. Responses demonstrate creative and innovative approaches to the provision of care and the reduction of operating costs. Proposed educational and incentive programs, and interventions support the City's wellness program. Responses set forth an adequate plan for the engagement and Proposer clearly articulates an understanding of the work to be performed. Proposed implementation plan is appropriate and adequate. Responses support that firm is able to meet expectations as set forth in the Scope of Services and provide value added additional services.*	**40**
Capacity. *Proposal demonstrates a staffing plan that is appropriate and adequate to provide sufficient health clinic support for the City's subscribers. Exhibit A - Proposer Understanding, Approach, and Methodology for the Provision of Health Clinic Services demonstrate the capacity to adequately manage medical records and meet the technological requirements for patient registration and interaction set forth in the RFP.*	**40**
Fee and Cost Structure. *The proposed fee and cost structure are appropriate for the services offered and are within an acceptable budgetary range for the City.*	**20**
Total Maximum Points	**100**

(4) The City reserves the right to withdraw this Solicitation and 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.

(c) **NEGOTIATION AND INTENT TO AWARD.** After the shortlisted firms have been ranked based upon evaluation criteria, the City will issue its Intent to Award and engage in negotiations for the development of a professional services contract starting with the highest-ranked Proposer after the conclusion of the protest period. In the event that City is unable to negotiate a contract with the highest-ranked Proposer, such negotiations will be terminated and negotiations will commence with the next highest-ranked Proposer, and so forth, until a contract is 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.

4.6. <u>CONTRACT AWARD</u>.

(a) City anticipates award to the firm who submits a Proposal judged by the Selection Committee to be the most advantageous for the City.

(b) Proposer understands that by submitting a response to a solicitation does not constitute an agreement or a contract with the City.

(c) In the event of a default by the awarded vendor, City reserves the right to utilize the next highest ranked Proposer meeting specifications as the new awarded Vendor. In the event of this occurrence, the next highest ranked 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.

(d) 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 to the advertised Solicitation.

4.7. <u>ADDITIONAL INFORMATION</u>.

(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.

4.8. **CONTRACT TERMS AND CONDITIONS.** Please review the City's General 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, as applicable. 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.

4.9. **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