



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:

SPECIAL MAGISTRATE SERVICES REQUEST FOR PROPOSALS (“RFP”) #: GRM/241089

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. ****

Pre-Submittal Conference: NONE.

Deadline for Questions: February 12, 2025 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: February 24, 2025 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:** **DAVID WILLIAMS, SENIOR BUYER**
E-Mail: dwilliams@ocalafl.gov
Phone: (352) 629-8350

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

The City of Ocala seeks competitive proposals from interested and qualified Florida licensed attorneys and/ or firms to serve as a Special Magistrate for the City's Code Enforcement Division in accordance with Florida Statutes and City of Ocala Municipal Code.

It is anticipated that a single proposer will be awarded the resulting professional services contract to serve as the City's Special Magistrate once per month on the final Wednesday of each month starting at 9:00 a.m.

1. **EXHIBITS:** The following Exhibits are incorporated into and made a part of this Solicitation as if fully set forth herein.
 - (a) **EXHIBIT A:** Price Proposal Form
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.
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.
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) Addenda, comments, 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.
5. **ADA NEEDS/ACCOMMODATIONS:** If reasonable accommodations are needed in order for an interested Proposer 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.

6. **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.
7. **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.
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.
9. **INDULGENCE.** Indulgence by the City on any non-compliance by the Proposer does not constitute a waiver of any rights under this request.
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.
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.
12. **E-VERIFY.** The 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.
13. **MATERIALS.** All materials submitted in response to this solicitation shall become the property of the City.
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.

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 <http://www.bidocala.com/wp-content/uploads/Officer-and-Employee-Disclosure-Statement-and-Intro.pdf>. **Failure to disclose known conflicts of interest shall result in Proposal rejection and/or contract termination, if awarded.**

16. **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.**

17. **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.**

18. **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.

END OF SECTION

SECTION 2

BACKGROUND INFORMATION, MINIMUM QUALIFICATIONS, AND INSURANCE REQUIREMENTS

2.1. **BACKGROUND INFORMATION**

The City of Ocala (the “City”) seeks proposals from qualified and experienced attorneys and/ or firms to serve as a Special Magistrate for the City’s Code Enforcement Division in accordance with Florida Statutes and City of Ocala Municipal Code.

The City of Ocala, incorporated in 1885, is the largest municipality located in Marion County. The City has a Council/Manager form of government. Voters elect a five-member City Council with four members elected by district and one member at-large to serve a four-year term. The Mayor is elected at-large to serve a two-year term. The City Manager is appointed by City Council and serves as the City’s chief administrative officer who is responsible for carrying out policy, administering City affairs, and keeping City Council informed on governmental operations. The daily operations associated with this municipality include public safety (police and fire), electric and fiber utilities, parks and recreational activities, street maintenance, water/wastewater services, stormwater improvements, community development, planning and zoning, and general administration.

The Code Enforcement Division is currently staffed by a Code Enforcement Manager, four Code Enforcement Officers, two Environmental Officers, two Code Enforcement Specialists, and a Site Inspector. Currently, all code enforcement cases that have exhausted the administrative correction process are referred to the City Council-appointed Code Enforcement Board or Special Magistrate for resolution.

The successful proposer shall be engaged to serve as Special Magistrate for the City’s Code Enforcement Division for an initial term of one (1) year with one (1) optional one-year (1-Year) renewal term available.

2.2. **MINIMUM QUALIFICATIONS (PRE-QUALIFICATION REQUIREMENTS)**. As part of the selection process, proposers must first demonstrate they are qualified to participate in the solicitation process by clearly showing they meet the minimum qualification requirements set forth in this Section in order to be considered:

- (a) Must be an active member in good standing with the Florida Bar. (Copies of Bar-issued Certificates of Good Standing must be included with the proposal).
- (b) Must not be an employee of the City of Ocala or hold any appointive or elective office in Marion County or within the state of Florida while serving as Special Magistrate.
- (c) Must be able to provide five (5) years of verifiable experience practicing law, which experience shall include litigation and administrative hearing experience in the areas of local governmental land use, land development regulation, zoning matters, quasi-judicial procedures, and public hearings. Experience serving as a hearing examiner, hearing officer, special magistrate, or other similar official status may also be used to meet this requirement.
- (d) Must be able to attend, in person, hearings that are held on the last Wednesday of each month at 9:00 a.m. in Council Chambers located in City Hall at 110 SE Watula Avenue, Second Floor, Ocala, Florida 34471.
- (e) Must have a satisfactory record of contractual performance as demonstrated by the references provided. Project references shall be provided in submittals as instructed and will be verified by City staff prior to further consideration.

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:**
 - (a) **Professional Liability/Errors and Omissions Insurance.** Awarded vendor shall procure and maintain, for a period of at least **Three (3) 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 One Million Dollars (\$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. 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.

END OF SECTION

SECTION 3 SCOPE OF PROFESSIONAL SERVICES

The City of Ocala (the “City”) seeks proposals from qualified and experienced attorneys and/ or firms to serve as a Special Magistrate for the City’s Code Enforcement Division in accordance with Florida Statutes and City of Ocala Municipal Code.

3.1. TERM AND APPOINTMENT. The successful proposer shall be engaged to serve as Special Magistrate for the City’s Code Enforcement Division for an initial term of one (1) year with one (1) optional one-year (1-Year) renewal term available. Notwithstanding the foregoing, Special Magistrate shall serve until a successor has been duly appointed and qualified unless otherwise directed by City Council or designee.

3.2. AUTHORITY, DUTIES, AND POWERS OF SPECIAL MAGISTRATES.

- (a) Special Magistrates are authorized to hear and decide cases involving code violations in the same manner as the Code Enforcement Board, to act as a Special Magistrate for the Contractor’s Board of Examiners and Appeals of the City of Ocala, and to hear parking cases and appeals.
- (b) Special Magistrates shall have the authority to hold hearings and assess fines against violators of the City Code as designated by ordinances specifically calling for adjudication and enforcement by a Special Magistrate or to hear appeals as set forth in the City Code.
- (c) A Special Magistrate shall have the same status as the Code Enforcement Board where the Special Magistrate is designated to hear the cases involving specific code violations. This includes all the powers designated to the Code Enforcement Board, including the authority to impose fines and liens and to order foreclosure of liens, granted by statute and ordinance.
- (d) Special magistrates have the power to:
 - (1) Adopt rules for the conduct of hearings;
 - (2) Subpoena alleged violators and witnesses for hearings. (Subpoenas shall be served by officers of the Ocala Police Department, deputies of the Marion County Sheriff’s Department, or others authorized to serve process);
 - (3) Subpoena evidence to hearings;
 - (4) Take testimony under oath;
 - (5) Assess and order the payment of civil penalties as provided in the City Code;
 - (6) Issue orders having the force of law to command whatever steps are necessary to bring a violation to compliance; and
 - (7) Reduce or rescind fines and release or satisfy City of Ocala Code Enforcement liens.

3.3. SCOPE OF SERVICES. The scope of work to be performed by the awarded attorney/firm may consist of, but not be limited to, the following:

- (a) The Special Magistrate shall be bound by the Florida Code of Judicial Conduct, and agrees to observe all pertinent laws in the exercise of his or her duties including, but not limited to, the Sunshine Law, Public Records Law, Chapter 112 of the Florida Statutes relating to conflicts of interest, and laws relating to procedures for quasi-judicial hearings.
- (b) The Special Magistrate must follow and comply with the processes and procedures governing the Code Enforcement Division, the Code Enforcement Board and the Special Magistrate in the City of Ocala Code of Ordinances.
- (c) The Special Magistrate shall conduct public hearings as provided in Chapter 162, Florida Statutes and other relevant laws and codes related to the enforcement of the City of Ocala’s Code of Ordinances and land development regulations.

- (d) The Special Magistrate shall review the draft public hearing agenda for accuracy prior to its publication.
- (e) The Special Magistrate shall thoroughly prepare for public hearings by reviewing the published agenda along with any relevant documents provided, and all applicable laws, codes, and regulations.
- (f) The Special Magistrate will be expected to verbally rule upon motions and objections made during a hearing, to administer oaths to witnesses called by a party, and to control her or his hearing room according to the Judicial Cannons and City Code (including any resolutions or administrative rules of procedure adopted by the City relevant to the matter at issue).
- (g) As soon as practicable after the conclusion of the hearing, the Special Magistrate shall issue findings of fact based on evidence of record, and conclusions of law, and shall issue a written order affording the proper relief consistent with powers granted within City Code and consistent with chapter 162 of the Florida Statutes to the designated office at the City.
- (h) Special Magistrate shall be required to execute any and all orders provided in accurate and in final form by City within three (3) business days of receipt.
- (i) If the Special Magistrate determines recusal is required, she or he shall inform the City Attorney in writing (including email) of the reason for the recusal or other inability to serve. The City reserves the right to contract with more than one attorney/firm for Special Magistrate services so as to allow for matters to proceed in the event of a recusal, and so as to ensure redundancy of capacity for this service. Nothing herein shall be intended to create a right of a Special Magistrate to receive any given assignment, nor of a party to have any given Special Magistrate assigned to her, his or its case.
- (j) The Special Magistrate shall maintain adequate personnel and equipment to allow for the timely and professional administration of his or her duties as Special Magistrate.
- (k) The Special Magistrate shall provide other services as needed within the jurisdiction and authority established by relevant Florida statutes, city code, and case law interpreting same.
- (l) The Special Magistrate will be compensated for actual hours worked, required and expended by the Special Magistrate in the performance of services. The hourly rate agreed upon by the parties shall constitute full payment for the satisfactory performance of service including, but not limited to, all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by the Special Magistrate. The Special Magistrate shall provide monthly invoices for services rendered in a format approved by the City Attorney.

3.4 ASSISTANCE TO BE PROVIDED BY THE CITY.

- (a) The City shall provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the Special Magistrate's activities and assist in the proper performance of duties. Code Enforcement staff shall provide all clerical duties related to a case or hearing. These duties shall include, but be not limited to, preparing notices, mailouts, orders, liens and minutes.
- (b) The Special Magistrate shall be entitled to communicate with the City Attorney and City Clerk for the purposes of gaining an understanding of the contents and organization of the City Code, the City's code enforcement and appeals process, procedures and forms, administrative coordination and similar matters of general information. Special Magistrate shall not conduct ex-parte communications with any City official with respect to a specific case, appeal or other matter before her or him.

3.5 JURISDICTION

- (a) The scope of the Special Magistrate's jurisdiction and authority shall be as set forth in Chapter 2, Article V. Code Enforcement of the City of Ocala Code of Ordinances Sec. 2-403. - Jurisdiction.
- (b) The enforcement board shall enforce and have jurisdiction over the following:
- (1) Chapter 10, article III (adult entertainment).
 - (2) Chapter 10, article II (circuses, carnivals and exhibitions).
 - (3) Chapter 10, article V, division 2 (teenage dances).
 - (4) Chapter 14 (animals).
 - (5) Chapter 18 (aviation).
 - (6) Chapter 22, article II (fortunetellers).
 - (7) Chapter 22, article III (security services).
 - (8) Chapter 22, article V (sidewalk cafes).
 - (9) Chapter 22, article VI (peddlers, solicitors and vendors).
 - (10) Chapter 30, article II (alarm systems).
 - (11) Chapter 34, article II (mosquito control).
 - (12) Chapter 34, article III (rat control).
 - (13) Chapter 34, article IV (nuisances generally).
 - (14) Section 34-122 (abandoned or derelict vehicles) as to derelict or abandoned vehicles on private property only.
 - (15) Section 34-127(b) (shopping cart identification sign required for retail establishments).
 - (16) Section 34, Article VI (abandoned properties in foreclosure).
 - (17) Section 34-151 (screening of storage areas for junked vehicles and equipment).
 - (18) Section 34-201 (littering; use of recycling containers; removal of waste generated by owners and contractors).
 - (19) Section 34-202 (distribution of handbills).
 - (20) Chapter 38, article III, divisions 1, 2, 3 and 4 (fire prevention standards; fire hydrants; hazardous materials).
 - (21) Chapter 50 (secondhand goods).
 - (22) Section 54-5 (burial or burning of municipal solid waste or recovered materials).
 - (23) Section 54-33 (collection of solid waste).
 - (24) Chapter 54, article III (private collectors of solid waste).
 - (25) Section 58-121 (sidewalk design and construction standards).
 - (26) Chapter 58, article IV (use of city rights-of-way).
 - (27) Chapter 62, article II (public service tax).
 - (28) Chapter 62, article III (occupational license tax).
 - (29) Chapter 70, article II (sanitary sewer system).
 - (30) Chapter 70, article III (water system).
 - (31) Chapter 74, (vehicles for hire).
 - (32) Chapters 78 through 122 (land development regulations).
- (c) With the exception of Chapter 42, nuisance abatement board matters which shall be heard exclusively by the nuisance abatement board, the assignment of any action to either the enforcement board or the Special Magistrate for enforcement hearing and action shall initially be determined by the Building Department director or his designee.

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.

The intent of this Section is to standardize the proposals to allow for ease of evaluation. It is not an attempt to limit the content of the proposals. Proposers may include any additional data or information which is deemed pertinent to the RFP.

Proposals should be prepared simply and economically, providing a clear and concise response to the requirements herein. Proposers are encouraged to describe those characteristics and services that make their respective organizations unique and best suited for selection.

Proposals may be accepted and a contract awarded on the basis of the initial proposals received. Oral presentations and/or Best and Final Offers may not be requested or required if it is determined by the City's Selection Committee that a selection is capable of being made on the initial proposals submitted.

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) Proposers shall assume that the City has no prior knowledge of their company or experience, and will base its evaluation on the information presented in the Proposal.
- (g) Pricing must be entered in the form required. Included rates shall be firm and not subject to change during the initial contract term.
- (h) 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.
- (i) 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. Proposals shall be no more than **THIRTY (30) PAGES**, excluding the cover page, transmittal letter, and any required attachments, forms, licenses, certifications, sample reports, or resumes.
- (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) or formal name of the proposing firm/attorney, address and telephone number of principal office, number of years in business or practice, and staff size.
- (2) Identify the attorney that will be primarily responsible for overseeing the provision of services and the names of the persons who will be authorized to make representations for the firm, their titles, addresses, and phone numbers.
- (3) Include an affirmative statement that the attorney/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) Include an affirmative statement that the attorney/firm and the key personnel to be assigned to the engagement are legally qualified and properly certified to perform the services proposed by this Solicitation within the State of Florida and are current members of the Florida Bar in good standing.
- (5) A short narrative describing the attorney's/firm's understanding of the scope of work and a brief statement of why the firm believes itself to be the best qualified to perform the engagement.

- (b) **TAB 1 – ATTORNEY/FIRM PROFILE, QUALIFICATIONS, AND EXPERIENCE.** *The emphasis of this section shall be on the attorney or firm and key personnel that will be committed to the engagement, their qualifications, and experience.*

- (1) **Attorney/Firm Profile and Qualifications.** The proposal shall include, at minimum, detailed information regarding:

- (b) A narrative description of proposer's qualifications and expertise with serving government clients and explain how those qualifications relate to the provision of Special Magistrate Services as described herein.
- (c) Describe proposer's knowledge of local governmental land use, land development regulation, zoning matters, quasi-judicial procedures, and public hearings.
- (d) For each attorney that will provide Special Magistrate services under the engagement, provide a resume or curriculum vitae which depicts:
 - 1. Name and Florida Bar number.
 - 2. Education and certifications obtained.
 - 3. Prior legal experience and membership in professional organizations; and
 - 4. Include a Certificate of Good Standing and any other unique qualifications relevant to the performance of services as outlined in the RFP.

- (e) Provide assurance that the attorney(s) identified in the RFP response will be the same attorney(s) assigned to provide services to the City of Ocala. The City expects for the individuals assigned by the firm to the engagement to remain unchanged through the termination of the contract. However, personnel may be changed if they leave the firm, are promoted, or are assigned to another office, or for other reasons with the express written permission of the City. In each case, the City retains the right to approve or reject replacements.

(2) **Attorney/Firm Experience and References.**

- (f) For each attorney that will provide Special Magistrate services under the engagement, describe at least five (5) years of verifiable experience practicing law, which includes litigation and administrative hearing experience in the areas of local governmental land use, land development regulation, zoning matters, quasi-judicial procedures, and public hearings.
- (g) Submit no less than three (3) Letters of Reference from attorneys, public officials, and/or judicial officials in addition to providing the information requested in this Section. References must include the name, firm (organization), email address, and phone number of the individual providing the reference and describe the work performed.
- (h) **Please Note:** The City reserves the right to conduct reference checks for individuals/firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about past performance or the proposer's ability to successfully perform the contract to be executed based on this RFP, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the individual/firm to successfully perform the work.
- (i) Provide a writing sample no greater than five (5) pages in length.

(c) **TAB 2 – AVAILABILITY AND RESPONSIVENESS**

- (1) Describe the local accessibility of the proposed Special Magistrate(s), and the response time that the Special Magistrate will offer to the City for being able to conduct a public hearing. Specifically, identify the lead-time required for attending scheduled hearings at City Hall in person.
- (2) Identify the percentage of time that each assigned attorney and relevant staff will devote to the entire engagement and any other projects currently on-going or anticipated to be on-going during the period of engagement.
- (3) Proposers will be required to identify and describe any anticipated accessibility or responsiveness problems, the firm's approach to resolving these problems, and any special assistance that will be requested from City staff or its agents.

(d) **TAB 3 – PROPOSED COMPENSATION.** Proposer must complete and upload **Exhibit A - Price Proposal** attached to this solicitation at the time of RFP response.

- (1) The proposing attorney/firm shall propose compensation on a flat hourly basis (which rate shall include compensation for all payroll costs and taxes, insurances, fees, overhead and profit, legal research services, office supplies, mailing, secretarial support, and any and all other costs or expenses of whatever nature incurred by the Special Magistrate), and shall indicate specifically whether the attorney/firm intends to charge the City for travel time and at what corresponding rate.
- (2) The proposing attorney/firm should also include a brief narrative explaining the price quoted and confirming the services anticipated to be provided at the rate proposed, and shall indicate specifically whether the attorney/firm intends to charge the City for travel and at what corresponding rate.

- (3) Please Note: The City reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.

4.4 EVALUATION PROCESS AND CRITERIA. The City desires to maximize the purchasing value of public funds. It is the intention of the City to award the contract to the most qualified, responsive, responsible firm, which may not necessarily be the lowest-price proposer. Best value evaluation determines the value of products and/or services acquired resulting in the best combinations of quality, service, time, safety, security, and cost considerations over the useful life of the product or service. The emphasis shall be qualifications and value over price.

- (a) **SELECTION COMMITTEE.** The Selection Committee will convene, review, discuss, and rank all responsive proposals as submitted. The Selection Committee will be comprised of no less than three (3) members. The committee will consist of representatives from various and appropriate City departments.
- (b) **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) A proposal 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) If a proposer fails to meet and provide documentation in support of each of the Minimum Qualifications requirements set forth in this Solicitation, the Proposer's proposal will be rejected and removed from consideration.
 - (4) Only responsive proposals from responsible Proposers shall be submitted to the Selection Committee
- (c) **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.
 - (2) During the formal Selection Committee meeting, members will discuss the proposals and compile individual rankings for each proposal based on the evaluation criteria stated herein 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 members shall shortlist such firms as it deems to be most highly qualified. The Selection Committee meeting shall be formally noticed by e-notification and posting on the City of Ocala website.
 - (3) 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 their assigned date and time, by Procurement staff.
 - (4) Final recommendation will be decided based on a review of scores and a consensus of the Selection Committee.

(5) 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.

(6) **Evaluation Criteria.**

SELECTION COMMITTEE EVALUATION CRITERIA	SCORING (100 POINTS)																									
<p>Firm/Attorney Qualifications and Experience. <i>Proposal clearly states an understanding of the work to be performed. Proposal contains documentation in support of qualification and education requirements. Proposal clearly sets forth the technical knowledge and experience of the firm and qualifications of assigned staff. Firm meets licensure requirements. Firm is able to provide adequate assurance that assigned team members remain unchanged through termination of contract. References support proposer's ability to successfully perform the contract. Writing sample provided.</i></p>	45																									
<p>Availability and Responsiveness. <i>Proposal identifies the location of the attorney's/firm's office and sets forth an adequate plan for the engagement. Proposal supports that firm/attorney has the availability and capacity to meet timeframes and hearing dates. Proposal set forth percentage and nature of work to be completed onsite. Proposal provides adequate assurance that special magistrate will be available on the dates and at the times required. Proposal adequately addresses any anticipated accessibility or responsiveness issues.</i></p>	40																									
<p>Price Proposal. <i>Proposer has fully completed the Price Proposal exhibit and provided a schedule of professional fees and prices for additional services. The fee quoted on the Exhibit A – Price Proposal form shall be weighted and based on the following formula:</i></p> <p>The lowest priced proposal receives the maximum points allowable for the Price Proposal Evaluation Criterion (15 Points). The lowest price will then be divided, individually, by the other prices to determine the applied percentage. The percentage is then multiplied by the maximum points allowed. The weighted score shall be rounded to the nearest whole number. The following is an example:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Proposer</th> <th style="text-align: center;">Loaded Hourly Rate</th> <th style="text-align: center;">Applied Percentage</th> <th style="text-align: center;">Maximum Points</th> <th style="text-align: center;">Weighted Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Firm A</td> <td style="text-align: center;">\$ 100/hour</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">15</td> <td style="text-align: center;">15</td> </tr> <tr> <td style="text-align: center;">Firm B</td> <td style="text-align: center;">\$ 150/hour</td> <td style="text-align: center;">66.6%</td> <td style="text-align: center;">15</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">Firm C</td> <td style="text-align: center;">\$ 200/hour</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">15</td> <td style="text-align: center;">7.5</td> </tr> <tr> <td style="text-align: center;">Firm D</td> <td style="text-align: center;">\$ 250/hour</td> <td style="text-align: center;">40%</td> <td style="text-align: center;">15</td> <td style="text-align: center;">6</td> </tr> </tbody> </table> <p style="text-align: center;">*Weighted points are rounded to the nearest whole number.</p>	Proposer	Loaded Hourly Rate	Applied Percentage	Maximum Points	Weighted Points	Firm A	\$ 100/hour	100%	15	15	Firm B	\$ 150/hour	66.6%	15	10	Firm C	\$ 200/hour	50%	15	7.5	Firm D	\$ 250/hour	40%	15	6	15
Proposer	Loaded Hourly Rate	Applied Percentage	Maximum Points	Weighted Points																						
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Firm D	\$ 250/hour	40%	15	6																						
Total Maximum Points	100																									

(b) **NEGOTIATION AND INTENT TO AWARD.** After attorneys/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.

4.5. CONTRACT AWARD.

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

4.6. 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.

4.7. 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. 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.

4.8. 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