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

The City of Ocala is accepting sealed electronic submissions for:

REQUEST FOR PROPOSAL ("RFP") #: BUD/270057: NON-AD VALOREM FIRE ASSESSMENT STUDY

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:	**12/14/2026 at 5:00 p.m. (EST)** All questions or inquiries regarding this solicitation must be submitted 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:	**12/17/2026 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.
Consultant Registration:	Proposers must be a registered Consultant 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 Consultant Registration" at https://www.bidocala.com.**
Buyer Contact/ Direct All Inquiries To:	**Eileen Marquez, SENIOR BUYER** **E-Mail: emarquez@ocalafl.gov** **Phone: (352) 629-8362**
Notice to Proposers:	The point of contact for all questions and issues relating to this Solicitation shall be the Buyer Contact identified above. To ensure that your submission is deemed responsive, you are urged to request clarification or guidance regarding any issues involving this solicitation **prior to submitting** your response.

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

SECTION 1
INTRODUCTION, GENERAL INFORMATION, INSURANCE REQUIREMENTS AND CITY CLAUSES

The City of Ocala is issuing this solicitation for the Budget Department. The City requests qualified companies submit proposals and qualifications for consideration in the selection for assist with the design, development, and implementation of the Program to fund all or a portion of the City's fire protection and rescue costs.

Please refer to Exhibit A: Scope of Work for complete project details

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

(a) **EXHIBIT A**: Scope of Work
(b) **EXHIBIT B:** Price Proposal
(c) **ATTACHMENT 1**: Reference Form

1.2. **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 are due by 5:00 PM EST	**12/14/2026**
Proposal Submission Deadline due by or before 2:00 PM EST	**12/17/2026**
Evaluation Committee Meeting	**TBD**
Shortlisted Firms- Interviews/Presentations	**TBD, if necessary**
City Council Approval Date	**TBD**

***The City reserves the right to make changes or alterations to the Time 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.**

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

1.4. **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.

1.5. 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.

1.6. 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.

1.7. 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 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.

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

1.9. 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.

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

1.11. 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.

1.12. PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted Consultant 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 with 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 list.

1.13. **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.

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

1.15. **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.

1.16. **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.**

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 City Council member or 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 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. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/NON-COLLUSION**. By responding to this Solicitation, Consultant certifies that the following statements are true:

(a) Proposer’s submission is made without prior understanding agreement, or connection with any person, firm, or corporation submitting a bid for the same work, labor, or service to be done or supplies, materials, or equipment to be furnished and is in all respects fair and without collusion

or fraud. Proposer understands that collusive bidding is a violation of state and federal law and may result in fines, prison sentences and civil penalties.

(b) Proposer's submission has been arrived at independently and without consultation, communication, or agreement, or for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or competitor.

(c) Unless otherwise required by law, the prices which have been (or will be) quoted by Proposer in this submission have not been knowingly disclosed by Proposer and will not be knowingly disclosed by Proposer, either directly or indirectly, to any other bidder or competitor prior to the Solicitation opening date.

1.20. INSURANCE REQUIREMENTS

(a) **COMMERCIAL AUTO LIABILITY**. Awarded Consultant 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 Consultant's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations.

(b) **COMMERCIAL GENERAL LIABILITY**. Awarded Consultant 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 s.

(c) **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**. Awarded 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. Consultant shall ensure any and all subcontractors have the required coverage for all of their employees as required by applicable law. Consultant 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 Consultant shall procure and maintain, for a period of at least **(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 $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 Consultant's Worker's Compensation policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. Consultant'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 Consultant.

(f) **FAILURE TO MAINTAIN REQUIRED COVERAGE.** In the event that the Awarded Consultant 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 Consultant 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 Consultant's failure to comply with these Insurance Requirements, City shall in no manner be liable to Awarded Consultant for any insufficiency or failure of coverage with regard to same or any loss to Consultant occasioned thereby. Additionally, the procurement of such insurance coverage shall not relieve Awarded Consultant of its obligation to maintain said coverage in the types and amounts specified herein and Awarded Consultant shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from awarded Consultant's failure to maintain said coverage.

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

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

(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 Consultant 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 2

SUBMISSION INSTRUCTIONS, PROPOSAL ORGANIZATION REQUIREMENTS, EVALUATION CRITERIA AND ADDITONAL INFORMATION

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.

2.1. PROPOSAL SUBMISSION INFORMATION AND DEADLINE. All Proposals must be electronically submitted via ProRfx 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 Proposer shall be accepted (as corroborated by maintaining distinct financial books, corporate tax filings, and EINs).

(f) 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.

(g) 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.

2.2. 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 forty (40) 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.

2.3. 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, address and telephone number of principal office, number of years in business.

(2) A statement summarizing any deviations or exceptions to the requirements of the Solicitation, along with a detailed justification for the deviation or exception.

(3) A short narrative describing the firm's understanding of the scope of work and a brief statement of why the firm believes itself to be the best qualified to provide the required solution and services.

(4) 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.

(b) **TAB 1 -EXPERIENCE, QUALIFICATIONS, STAFFING PLAN AND REFERENCES**. *Here, Proposers should address their specific experience as it relates to the work required for this Project.*

(1) Provide a brief narrative which describes the Project Team, highlights the Team's qualifications and experience, and the Team's ability to provide the solution and services detailed in this Solicitation.

(2) Provide an organizational chart depicting the key personnel that Consultant will dedicate to this Project. The personnel identified in the organizational chart are expected by the City to be utilized for the Project.

(3) For each key personnel identified, describe their respective role and responsibilities with respect to this Project and provide a resume for each individual depicting education, certifications, professional affiliations, licensure, and experience on similar projects of this size and scope.

(4) Provide proof of verifiable experience from recent work performed similar to what is being proposed as those outlined in this Solicitation utilizing **Attachment 1 – Reference Form**.

(c) **TAB 2 – PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY, QUALITY ASSURANCE AND QUALITY CONTROL(QA/QC) AND PROJECT SCHEDULE.** *Here, Proposers should demonstrate how the Project will be implemented pursuant to the objectives, requirements, and specifications set forth in this Solicitation. Proposers shall demonstrate knowledge of the City's Project objectives and existing conditions, identify potential implementation issues, and present a comprehensive plan for completing the specified work.*

(1) Define what services Consultant's company is proposing that will best serve the City of Ocala's needs. Describe how the firm proposes to deliver a top-quality project on time and on budget. Convey a clear understanding of the nature of the work outlined in Exhibit A - Scope of Work and your methodology to accomplish it.

(2) The City of Ocala requires that each Proposer prepare, in sufficient detail QA/QC outlining the required tasks, estimated hours, responsibilities and major deliverables for both Proposer and the City of Ocala, level of resources required, and timing. Your plan should include a list of tasks (including any tasks that you expect for the City of Ocala to perform) segmented in accordance with Consultant's methodology and inclusive of time estimates and staff to be assigned.

(3) Include your proposed project schedule, identifying any critical paths, to accomplish the Scope of Work. Discuss the Team's approach for completing the services required for this project within budget and schedule.

(d) **TAB 4 – PRICE PROPOSAL**. Submit a completed Exhibit B – Price Proposal.

2.4. **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 value based more heavily upon qualifications and functionality over price.

(a) **SELECTION COMMITTEE**. The Selection Committee will convene, review, discuss and rank all responsive and responsible proposals as submitted. The Selection Committee for this Solicitation will be comprised of a minimum of three (3) members, 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, Committee members will discuss the proposals and compile individual rankings for each proposal based on the evaluation criteria stated herein to determine a shortlist of the highest-ranking firms. 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.

(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**. Proposals will be evaluated against the following criteria:

EVALUATION CRITERIA	SCORING (100 POINTS)
Experience, Qualifications, Staffing Plan and References. *Proposal contains documentation in support of qualification and experience requirements. Proposal clearly sets forth the experience of the firm and qualifications of assigned staff. Firm size and structure are appropriate and adequate. Firm meets independence and licensure requirements. References and firm location are adequate.*	**40**
Project Understanding, Proposed Approach and Methodology, QA/QC Program and Project Schedule. *Proposal sets forth an adequate plan for the engagement. Proposal clearly states an understanding of the work to be performed, including the approach and methodology. Firm should discuss the QA/QC program and project schedule.*	**40**
Proposal Price. *Does the proposal a detailed breakdown of all direct and indirect costs associated with Proposer's delivery of the solution and services*	**20**
TOTAL	**100**

(d) **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 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.

2.5. <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 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 Consultant, City reserves the right to utilize the next highest ranked Proposer meeting specifications as the new Awarded Consultant. 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, Consultant'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.

2.6. 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 Proposer at the Proposer'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.

2.7. **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.

2.8. **RIGHT TO PROTEST.** Any actual Proposer 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