



City of Ocala
Procurement Department
110 SE Watula Ave – 3rd Floor
Ocala, Florida 34471
Phone: (352) 629-8364

REQUEST FOR QUOTATION
GRM/14-001
April 7, 2014

RFQ# GRM/14-001: Community Redevelopment Plan Review Services

DUE BY 2:00 P.M. EST April 23, 2014

Any quote received after this time shall not be considered for award.

<u>DESCRIPTION</u>	<u>LUMP SUM FEE</u>
Community Redevelopment Plan Review Services	\$ _____

Pursuant to and in accordance with your Request for Quotation GRM/14-001, the undersigned hereby submits the following fee proposal and agrees, if their proposal is accepted, to execute a contract with the City of Ocala in accordance with the terms and conditions as stated in the Request for Quotation and proposer response.

The proposed lump sum fee includes all necessary labor, supplies, direct expenses, communication, and services in accordance with this Request for Quotation.

NAME OF FIRM: _____

ADDRESS: _____

LOCAL OFFICE ADDRESS: _____

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____

PHONE NO: _____ FAX NO: _____

EMAIL: _____ FEID NO: _____

DATE SUBMITTED: _____

- By my signature above, I certify that I am the owner or an authorized officer or agent for the above company and that the information supplied herein, including all pages attached, is correct and that neither the applicant nor any person or concern in any connection with the applicant as principal office, so far as is known, is now debarred or otherwise declared ineligible by the City of Ocala from bidding for furnished materials, supplies or services to the City or agency thereof.
- **All Quotes shall be submitted by email to Corrin Fitsemons, City of Ocala Lead Buyer at: cmfitsemons@ocalafl.org**

Community Redevelopment Plan Review Services - Scope of Service

Background Information

The City of Ocala ("City"), located in North Central Florida (Marion County) has recently established two (2) new community redevelopment areas within its city limits in accordance with Florida Statute Chapter 163, Part III. The City is in the process of preparing required redevelopment plans.

The City is interested in hiring an experienced planning consultant ("Consultant") to review one (1) of the draft redevelopment plans and related resolutions, ordinances, and public hearing schedule to ensure compliance with Florida Statutes. In addition, the Consultant will review the plan for compliance with "best planning practices" including an opinion and suggestion(s) as to whether the plan and its related strategies offer an efficient and market based approach to achieving redevelopment, while also complying with pertinent attorney general opinions and case law.

Scope of Work

The City will provide the Consultant an electronic copy of the redevelopment plan and related documents in Microsoft Word and Microsoft Excel. With regard to the draft Plan and related documents, the Consultant is expected to examine contents and notate the specific text and data which meets, or does not meet the specific statutory requirements of Florida Statutes. Where text, data, or other information does not meet statutory requirements, pertinent attorney general opinions, case law, and best planning practices, provide an initial redline revision of each document within thirty (30) days, along with any supporting material as necessary. It is anticipated staff and the Consultant may have several telephonic and electronic communications regarding the revisions, including perhaps up to three (3) re-submittals (if necessary). Primary communication will occur between the Consultant and City staff; however the City Attorney's Office may also participate in communications.

City staff will provide the Consultant any and all information it believes is necessary to complete its assignment. The Consultant is not expected to travel to Ocala, nor will it be reimbursed if it elects to do so. The fee for all these services shall not exceed \$10,000.

Term

These consultant services shall be provided until project completion, with a maximum term of sixty (60) days. The completion date for the initial redline revision of each document will be within thirty (30) days of notice to proceed.

Consultant Capability and Reference

- The Consultant must give a brief history of their firm and demonstrate a minimum of five (5) years experience in providing redevelopment plan consulting services with specific experience at demonstrating a CRA plan which meets statutory requirements, pertinent attorney opinions, and applicable case law. **(Submit with Quote response.)**
- Identify the individual(s) who will be assigned to provide services and provide a detailed resume(s) including similar successes using Ocala's requirements. **(Submit with Quote response.)**

Deadline for Questions

The deadline for questions is close of business on **April 11, 2014**. All questions must be submitted in writing to Corrin Fitsemons, Lead Buyer. Email address: cmfitsemons@ocalafl.org. **Email is the preferred method**; if needed, the fax number is 352-629-8378. Any phone calls with questions will be requested in writing.

Quote Opening

All Quotes shall be submitted **by email** to Corrin Fitsemons at cmfitsemons@ocalafl.org by **2:00 PM EST on April 23, 2014**. Any quote received after this time shall **not** be considered for award.

Terms & Conditions

All quotes are subject to all the conditions specified herein: all conditions on the attached quote documents; and any addenda issued thereto. Any failure on the part of the consultant to comply with the specification, terms and conditions of this RFQ shall be reason for termination of contract.

1. GENERAL CONDITIONS:

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

It is the Consultant's responsibility to assure that your quote is delivered at the proper time to the Buyer or specified location. Quotes which for any reason are not so delivered will not be considered. Any/All quotes received after the date and time specified will not be accepted.

2. RFQ DATA:

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

3. PRICES:

The pricing period shall be for a period of one (1) year unless otherwise specified by consultant, and shall not be amended after the date and time of the quote submittal. Any attempt by the Awardee to amend said prices except as otherwise provided herein, shall constitute default as outlined in this specification.

4. QUOTE EVALUATION:

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

5. MISTAKES:

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

6. ADDITION/DELETION:

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

7. AWARDS:

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

8. AWARD TO NEXT RATED CONSULTANT:

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

9. INSPECTION, ACCEPTANCE AND TITLE:

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

10. GOVERNMENTAL RESTRICTIONS:

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

11. COMPLIANCE WITH OTHER LAWS:

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

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

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

13. ADVERTISING:

In submitting a quote, consultant agrees not to use the City's name as a part of any commercial advertising.

14. SAFETY STANDARDS:

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

15. BANKRUPTCY:

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

16. INVOICING, PAYMENT AND ELECTRONIC FUND TRANSFER:

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net, from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the buyer after the items awarded to a consultant have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments may not be made unless specified in the quote. In addition to the purchase order number, the invoice shall bear the consultant FEID number (Federal Employer Identification Number). An original and one (1) copy of the invoice shall be submitted to address listed on Purchase Order.

Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery list and correspondence. All questions regarding payment, invoicing, etc., will be addressed to the Finance Department, Accounts Payable Section, ATTENTION: Accounts Payable Supervisor at (352) 629-8501.

[The City of Ocala now requires awarded firms to accept payments as electronic EFT credits into a designated company bank account.](#)

17. NON-FUNDING CLAUSE:

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

18. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

19. DRUG FREE WORKPLACE:

Pursuant to Florida Statutes 287.087, each consultant shall acknowledge compliance with the Drug Free Workplace Statute.

20. VISA ACCEPTANCE:

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

21. AWARDS CRITERIA:

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

- a. Compliance to the specifications.
- b. Cost.
- c. Warranty (if applicable)
- d. Delivery.
- e. Past Experience.
- f. Drug Free Workplace Affidavit.

22. AWARD OF TIE QUOTES:

A thorough review of all tie quotes shall be conducted by the Buyer. Award recommendations shall be based upon the following:

- a. Delivery dates.
- b. Reputation of the consultants involved.
- c. Past performance.
- d. Drug Free Workplace Program.
- e. Location of the consultant.

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

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

23. PRICES, TERMS AND PAYMENT:

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

- a. TAXES: The City of Ocala does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The following exemption number appears on the face of the purchase order: Florida Sales Tax Exemption Number: 85-8012621655C-9, Federal Tax Number 59-6000392.
- b. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for quote evaluation purposes.

24. CANCELLATION FOR DEFAULT:

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

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contracts.

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

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;

- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications the actual expense of testing will be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 1. Deduction from an unpaid balance;
 2. Collection against the bid and/or performance bond, or;
 3. Any combination of the above or any other remedies as provided by law.

25. SUSPENSION OF PAYMENT AND/OR TERMINATION:

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

26. MATERIAL SAFETY DATA SHEETS:

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

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

27. QUOTE PROTESTS:

Any consultant who disputes the reasonableness, necessity or competitiveness of the terms and conditions of the Request for Quote, specifications, selections, award or intended award shall file such protest in compliance with the City of Ocala Purchasing Policies Protested Solicitations and Awards. This policy may be obtained at www.ocalafl.org/bids_local.aspx.

28. MANDATORY PERFORMANCE REQUIREMENTS:

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

29. INSPECTION:

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

30. GENERAL INDEMNITY:

The Awardee/Consultant and its insurer shall defend, and save harmless the City, and all City officers, agents and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description and all costs, including attorney's fees arising under this agreement including claims for property damage and claims for injury to or death of persons arising out of or occurring as a result of any act or omission of the said Contractor, its agents or employees in the performance of its obligation to the City or through any improper or defective machinery, implements or appliances used in the performance of its obligation to the City.

31. PATENT AND ROYALTY INDEMNITY:

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

32. USE OF OTHER CONTRACTS:

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

33. QUANTITIES:

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

34. NON-COLLUSION:

By submitting this quote, Consultant certifies that this offer is made without prior understanding, agreement, or connection with any person, firm, or corporation submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the consultant bid list (s).

35. FINANCIAL STATEMENT:

The successful consultant may be required to submit the following:

- a. Certified Public Accountant prepared financial statement for at least two fiscal year ends. The statements should include a balance sheet, income statement, statement of cash flows, and footnotes.
- b. The Financial Statements need to be current, meaning within the last 12 months. If they are older than 6-months, we would ask that a CPA statement be obtained to give us some knowledge of their current situation.

36. PERMITS:

The consultant shall obtain all permit fees, impact fees and inspection fees, etc. and the cost will be absorbed by the consultant, unless indicated otherwise in these quote documents.

37. ACKNOWLEDGMENT OF ADDENDA/AFFIDAVIT OF COMPLIANCE:

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

38. PAYMENT:

Payment will be made by the City after all work has been performed and inspected and found to be in complete compliance with the specifications.

39. DISPUTES:

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

40. LEGAL REQUIREMENTS:

- a. The Consultant shall familiarize themselves and comply with all Federal, State and County laws, ordinances, or regulations controlling the action or operation of those engaged in the work or effecting materials used, and govern themselves accordingly.
- b. If the consultant observes the Instructions and Specifications are at variance herewith, they shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the contract.
- c. In accordance with this requirement, it has not been considered necessary to enumerate all the requirements covered by the applicable codes. The Consultant in making their quote agrees that the requirement of such ordinances will be carefully adhered to by them as if they were specifically set forth in the specifications.

41. SUB-CONTRACTORS:

The successful Consultant is required to list under "list of Subcontractors and Major Suppliers" of the proposal all subcontractors and major suppliers included for the prosecution of the work within 72 hours of the quote opening.

42. CONTRACTOR'S EMPLOYEES:

All employees of the Contractor shall be considered to be at all times the sole responsibility of the Contractor, under their sole direction and supervision and not an employee or agent of the City of Ocala, the Contractor shall supply competent and physically capable employees. The City of Ocala reserves the right to require the Contractor to remove any employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on City of Ocala property is not in the best interest of the City.

43. NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested/inspected for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at consultant's expense. These items and items not delivered as per delivery date in quote and/or purchase order may result

in consultant being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in supplier's name being removed from the consultant/consultant mailing list.

44. SERVICE AND WARRANTY:

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

45. E-VERIFY REQUIREMENTS FOR CONTRACTORS:

As a requirement and condition of this Agreement, the Contract must use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.

- a. This requirement shall apply to the Contractor and any and all "sub-contractors" that may be hired during the performance of this contract.
- b. E-Verify must be used ONLY for newly hired employees during the term of the contract. It is **NOT** to be used for existing employees.
- c. E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to this contract.
- d. Contractor shall retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- e. Agree to Comply with E-Verify on the Affidavit of Compliance.
- f. Subcontractors, if any, shall also be required to sign an Affidavit of Compliance and retain that Affidavit for four (4) years after the end of the contract.
- g. The City of Ocala reserves the right to audit the Contractor's compliance with these requirements.
- h. Further information on E-Verify can be found at the following website: <http://www.uscis.gov/e-verify>

46. POSTPONEMENT OF QUOTES:

If there is a discrepancy with the scope of work or unit of measure that would be unfair to the consultants, the City of Ocala may postpone the quote opening at any time in order to make corrections.

47. LICENSING AND CERTIFICATION:

The consultant shall be a certified licensed contractor for the work specified in this procurement. Proof of all applicable valid Florida licensing and certifications as required by the Division of Professional Regulations must be submitted with the procurement response. Any other relevant licensing and/or certifications shall also be submitted with the procurement response.

48. LITIGATION:

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

49. COMPETENCY OF PROPOSERS:

Bids will be considered only from Consultants regularly engaged in this type of work and who can produce evidence that they have an established financial support, equipment and organization or personnel sufficient to insure that they can satisfactorily execute the services if awarded the contract under the terms and conditions herein stated.

50. PUBLIC RECORD LAW:

Correspondence, materials and documents received pursuant to this Request for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. All material submitted regarding this bid becomes the property of the City. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City of Ocala. The City of Ocala has the right to use any or all information/materials submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

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

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All Bidders must disclose with each bid the name of any officer, director or agent who is also a public employee. Further, all Bidders must disclose the name of any public employee who owns directly or indirectly an interest of five

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

52. IMMIGRATION LAWS:

City of Ocala will not intentionally award City Contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). City of Ocala shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the Contract by the City of Ocala.

53. INTERNAL REVENUE SERVICE FORM W-9:

All bids shall be submitted with a completed "Department of the Treasury, Internal Revenue Service Form W-9". Forms may be downloaded at <http://www.ocalafl.org/COO3.aspx?id=483>. Should the W-9 form not be provided, payment for work and/or materials will be delayed until the City receives a completed form W-9.

54. ANTI-DISCRIMINATION:

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

55. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

56. ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:

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

57. ELECTRONIC SIGNATURE(S):

Contractor, if and by offering, an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.

58. ASSIGNMENT:

The rights, obligations, and duties of the Contractor and City pursuant to this Solicitation/Agreement are restricted solely to the terms contained within and shall not be assigned or transferred without the express, written authorization of the other party. Any attempted assignment will be void and of no effect.

Insurance Requirements for the City of Ocala

1. **ADDITIONAL INSURED:**

The City of Ocala shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED".

2. **INSURANCE DETAILS:**

- A. Proof of the following insurance must be furnished by Contractor to the City of Ocala evidenced by a Certificate of Insurance. All insurance must be issued by a company or companies approved by the City.
- B. Original Certificates of Insurance meeting the specific required provision specified within this contract shall be forwarded to the City of Ocala's Office of Budget and Finance, 110 SE Watula Avenue, Ocala, FL 34471 and approved prior to the start of any work or the possession of any City property. Renewal certificates must also be forwarded to the Office of Budget and Finance prior to the policy expiration.
- C. Thirty (30) days written notice must be provided to the City of Ocala's Office of Budget and Finance in the event of cancellation.
- D. Contractor shall provide complete copies of any insurance policy within seven (7) days of requests made by the City of Ocala.
- i. **ERRORS AND OMISSIONS:** The responding Consultant will provide proof of Errors and Omissions Insurance, which covers the company and their agents with limits of at least \$1,000,000. This insurance must be written by an insurer who possesses an A.M. Best rating of at least an "A".

AFFIDAVIT OF COMPLIANCE

Required with Quote response

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

_____ We **TAKE** exception to the Quote Documents/Specifications as follows:

COMPLIANCE WITH DRUG FREE WORKPLACE AND E-VERIFY

As a person authorized to sign this affidavit, I certify the above named business, firm or corporation complies fully with the requirements of Florida Statute 287.087 for a Drug Free Workplace.

Do you comply? Yes _____ No _____

As a requirement of this Quote, the Contractor agrees to use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.

Do you comply? Yes _____ No _____

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

(Print or type name and title of signer)

Company Address _____

Telephone Number _____ Toll Free Number _____

FAX _____ Date _____

ADDENDA: acknowledges receipt of the following Proposer addenda:

Addendum No _____ Date _____ Addendum No _____ Date _____
Addendum No _____ Date _____ Addendum No _____ Date _____

INFORMATION FORM #1

Required with Quote response

Provide at least three references. Please fill in all information for each reference.

References:

1. Company Name: _____
Address: _____
Phone No.: _____ Contact: _____
Email address: _____
2. Company Name: _____
Address: _____
Phone No.: _____ Contact: _____
Email address: _____
3. Company Name: _____
Address: _____
Phone No.: _____ Contact: _____
Email address: _____
4. Company Name: _____
Address: _____
Phone No.: _____ Contact: _____
Email address: _____

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

CITY OF OCALA, FLORIDA
STATEMENT OF
"NO QUOTE"

IF YOU DO NOT INTEND TO QUOTE ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF QUOTES TO: CITY OF OCALA, BUYER, 110 SE WATULA AVE, 3RD FLOOR, OCALA, FLORIDA 34471.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR REQUEST FOR QUOTE, **RFQ# GRM 14-001** OPENING _____, FOR _____ FOR THE FOLLOWING REASON(S):

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

_____ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR QUOTE.

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

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

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

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

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

COMPANY NAME

ADDRESS

SIGNATURE AND TITLE

TELEPHONE NUMBER _____ DATE _____