



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

The City of Ocala is accepting sealed electronic submissions for:

## DESIGN-BUILD SERVICES FOR OCALA SKATE PARK EXPANSION PROJECT REQUEST FOR PROPOSALS (“RFP”) #: ENG/240466

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. \*\***

**Solicitation Publication Date:** FEBRUARY 21, 2024

**Non-Mandatory** MARCH 6, 2024 at 2:00 p.m. (EST)

**Pre-Submittal Conference:**

Ocala Skate Park

517 NE Ninth Street, Ocala, FL

Proposers are not required, but are strongly encouraged, to attend this conference to obtain information relative to this RFP. Failure to attend or sign-in will not result in a proposer’s response from being rejected as non-responsive.

**Deadline for Questions:** MARCH 19, 2024 at 5:00 p.m. (EST)

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

**Where to Submit Proposals:** City of Ocala’s E-Procurement Portal:

<https://www.bidocala.com>

**Submission Deadline:** MARCH 25, 2024 at 2:00 p.m. (EST)

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

**Vendor Registration:**

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

**Buyer Contact/  
Direct All Inquiries To:**

**EILEEN MARQUEZ, SENIOR BUYER**

**E-Mail:** [emarquez@ocalafl.gov](mailto:emarquez@ocalafl.gov)

**Phone:** (352) 629-8362

**Notice to Proposers:**

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

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

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

## SECTION 1 INTRODUCTION AND REQUEST FOR PROPOSALS

The City of Ocala's Recreation and Parks Department seeks competitive proposals from qualified and interested design-build teams for the design and construction of the remaining phases of the City's state-of-the-art reinforced concrete skatepark located at 517 NE Ninth Street, Ocala, Florida 34470 (the "Project").

It is anticipated that one (1) design-build firm or team (the "Design Build Team" Or "D-B Team") will be awarded the resulting professional services contract to provide the necessary services within a period of **195 calendar days**.

- 1.1. **PROJECT BUDGET.** The budgeted cost for this Project **shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000)**. (the "Project Budget"). The budgeted cost is an all-in cost that may not be exceeded without permission from City Council. The Project budget should not be construed as the Guaranteed Maximum Price (GMP).
- 1.2. **NON-MANDATORY PRE-SUBMITTAL CONFERENCE.** The City has scheduled a **non-mandatory** Pre-Submittal Conference and Site Visit for this Solicitation for **March 6, 2024, at 2:00 pm**, at the Ocala Skate Park located at **517 NE Ninth Street, Ocala, Florida**. Proposers are not required, but are strongly encouraged, to attend this conference to obtain information relative to this RFP. Attendees are required to sign-in. Failure to attend or sign-in will not result in a proposer's response from being rejected as non-responsive.
- 1.3. **EXHIBITS:** The following Exhibits are incorporated into and made a part of this Solicitation as if fully set forth herein.
  - (a) **EXHIBIT A:** Design Criteria Package
- 1.4. **LOCAL VENDORS.** The City of Ocala encourages active participation by local vendors. In accordance with Section 22-2 of the City's Code of Ordinances, this Solicitation **DOES NOT QUALIFY** for Local Vendor Preference.
- 1.5. **QUESTIONS AND CLARIFICATIONS.** Proposers must communicate any questions regarding this Solicitation by the deadline set forth above. Questions should be sent in writing via e-mail to the Buyer Contact identified. Questions and answers will be communicated to all Proposers by issuing an addendum posted to [www.bidocala.com](http://www.bidocala.com).
- 1.6. **AMENDMENTS TO SOLICITATION.**
  - (a) Should it become necessary for the City to revise or amend any part of a solicitation, Procurement and Contracting Department staff shall furnish the revision or amendment via written addendum, comment, and/or question and answer posted in the City's e-procurement system under the appropriate solicitation.
  - (b) Addendums, comments, and/or questions and answers should be reviewed by interested parties. Lack of review will not excuse Proposers from adherence to any requirements set forth therein.
  - (c) If there is a discrepancy with the scope of work that City determines, in its sole discretion, to be unfair to the Proposers, City may postpone the bid opening at any time in order to make corrections. City further reserves the right to extend the bid opening at any time during the bid process.
- 1.7. **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 contractor is required to take the following affirmative steps:

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

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

**1.10. CONFLICTS OF INTEREST**

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

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

- (a) To ensure fair consideration for all Proposers, the City strictly prohibits Proposer communication relative to this solicitation with any employee, department, City official, or City Council member, regardless of whether written, verbal, or through a third party, except for those inquiries made directly to the Procurement and Contracting Department through the assigned Buyer Contact, Procurement Manager, or Contracting Officer.
- (b) Proposers (including their agents or other third parties on their behalf) are prohibited from initiating any communication with any employee, department, City official or City Council member that will

evaluate or consider the Proposal prior to and up to the time that award is made at a scheduled City Council meeting.

- (c) **Prohibited communications initiated by a Proposer, or any third-party on their behalf, shall be grounds for: (1) disqualifying the offending Proposer from consideration for award; AND (2) a three (3) year debarment from doing business with the City of Ocala.**

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

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

**END OF SECTION**

## SECTION 2 PROJECT OVERVIEW, OBJECTIVES, AND ANTICIPATED SCHEDULE



### 2.1. OVERVIEW OF PROJECT AND MINIMUM REQUIREMENTS

The City of Ocala, incorporated in 1885, is the largest municipality located in Marion County. Located in Northern Central Florida, Ocala's city limits encompass a land area of 47.26 square miles. Ocala's unique central location to both coasts and other top Florida destinations via a strong highway system contributes to the area's attractiveness for residents and businesses. It is estimated that there are more than 4,000 skateboarders in the City of Ocala and more than 22,000 in the Marion County area.

Opened in December 2018, the Ocala Skate Park is a 6.02-acre facility located at Tuscahill Park in the heart of Ocala's developing downtown. The Skate Park is open daily from sunrise to 10:00 p.m. and, in addition to its existing 10,000-square-foot street course, offers a dedicated parking lot, public art, and picnic areas for its patrons.

The project described in this RFP is for the design and construction of the remaining phases of the City's conceptual plan for the Ocala Skate Park to include an intermediate bowl (Phase B), a snake run (Phase C), a large bowl (Phase D) and a 4,000 square foot beginners' area (Phase E). The Project's expected cost is not to exceed \$500,000.

For a guaranteed maximum price (GMP), the successful Design-Build Team will design Phase, B, C, D and E and construct Phase B. The construction of the remaining phases will be individual add alternates to the GMP.

The Scope of Services includes design, landscape architecture, civil engineering, and all supporting disciplines required to provide a design and complete set of construction plans and specifications. The successful Design-Build Team will be responsible for constructing and managing the Project to completion.

## **2.2. OBJECTIVES OF THIS REQUEST FOR PROPOSALS**

- (a) The objective of this Solicitation is to identify and engage a well-qualified Design-Build Team that is experienced with the design and construction of projects similar in character, use, and size.
- (b) As part of the selection process, firms must first demonstrate they are qualified to participate in the RFP process by demonstrating they meet the minimum qualification requirements set forth herein. Proposals submitted by firms that do not meet the qualification requirements will not be accepted.
- (c) It is imperative that the Design-Build Team bring a comprehensive and collaborative approach to the Project and have the ability to work closely with City staff.
- (d) The Design-Build Team must be capable of effectively meeting the functional, aesthetic, and efficiency goals for the Project while completing the Project within the established time schedule and budget.
- (e) It is essential that the Design-Build Team protect the interests of the City throughout the process.
- (f) Final decisions throughout the design and construction phases of the Project will be made in the sole and absolute discretion of the City.

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

- (a) Must be legally qualified and properly certified to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent, properly certified to practice or to offer to practice engineering, architecture, or landscape architecture, and qualified to perform the services proposed by this RFP under any other applicable laws or regulations.
- (b) Must have documented experience, organization, technical qualifications, skills and facilities in developing and constructing skateparks no smaller than 5,000 square feet (or have the ability to obtain and to manage them through sub-contractor arrangements).
- (c) Must have constructed a minimum of three (3) skateparks within the last five (5) years, with at least one (1) of those projects located in Florida. Each project shall have contained such critical features as steel coping edges, smooth flowing transitional areas, seamless transitions, and superior concrete finish work that can hold up to the extensive use by skateboarders. Project references shall be provided in submittals as instructed and will be verified by City staff prior to further consideration.
- (d) Must demonstrate and clearly show in their written proposals that they meet the minimum standards of competency and experience to provide the services outlined in this RFP.
- (e) Must have, and be able to demonstrate, adequate technical resources, financial resources and equipment, or have the ability to obtain and to manage such resources and equipment, as required during the performance period of the proposed contract.
- (f) Must be able to comply with the proposed or required performance schedule.
- (g) Must have a satisfactory record of contractual performance.



**2.4. PROPOSED PROJECT SCHEDULE.** This Project is deemed to be a high-priority project for the City of Ocala. **The design and construction phases for this Project are on an aggressive schedule intended to provide a fully functioning facility ready for use by December 16, 2024.** The design, permitting, and construction phase timeframes set forth below are subject to change based upon the awarded Design-Build Team’s proposed timeline.

<b>Milestone</b>	<b>Date*</b>
RFP Release	February 21, 2024
Non-Mandatory Pre-Proposal Meeting	March 6, 2024
Deadline for RFP Clarification and Questions	March 19 2024
Step One – Qualifications Phase/Proposal Submission Deadline	March 25, 2024
Administrative Review of Proposals	March 26-27, 2024
Evaluation Committee Meeting and Step One Preliminary Scoring	March 28, 2024
Announcement of Advancing Shortlisted Firms	April 1, 2024
Oral Presentations by Shortlisted Firms and Interviews (if required)	April 10, 2024
Step Two – Technical and Cost Proposal Submittal Deadline	April 24, 2024
Final Scoring/Ranking and Posting of Recommended Firm	May 1, 2024
Contract Preparation and Negotiations	May 15, 2024
City Council Award and Approval Date	June 4, 2024
Contract Execution	June 4, 2024
Kick-Off Meeting/Notice to Proceed	June 10, 2024
Conceptual Design Submittal	July 5, 2024
Design Development Drawings – 50%	August 2, 2024
Design Development Drawings – 90%	August 30, 2024
Issuance of all Required Permits	September 13, 2024
Commencement of Construction	September 16, 2024
Substantial Completion	December 6, 2024
Final Completion	December 16, 2024
Contract Closeout	December 16, 2024
Dedication	December 20, 2024

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

**2.5. OWNERSHIP AND SITE DISCLOSURES**

- (a) **Ownership of the Property.** The property associated with this offering is owned by City and any reference to “Owner” in this Solicitation or related contract documents shall mean the City of Ocala.
- (b) **Zoning.** Government Use.
- (c) **Existing Environmental Conditions.** City does not guarantee the details pertaining to previous structural, utility and/or other investigations as shown on any documents supplied by the City, including soil borings. The submission of a proposal is prima facie evidence that the proposer has made an examination as described in this provision.
- (d) Prior to responding to the Solicitation, proposers are responsible for: (i) examining the Solicitation thoroughly; (ii) visiting the Project site to become familiar with local conditions that may affect cost, progress, or performance; (iii) studying and carefully correlating proposer’s observations with the Solicitation; and (iv) notifying the Buyer Contact of all perceived conflicts, errors, or discrepancies found in the Solicitation.

**END OF SECTION**

## SECTION 3 SCOPE OF WORK AND SPECIFICATIONS

It is expected for the successful Design-Build Team to have advanced skills in skateboarding and significant experience in the design and construction of high-quality concrete skateparks. It is the goal of this Project to create a high-quality experience for users and spectators. This would include creation of a design that challenges all skill levels with appropriate obstacles and lines of flow. The skatepark surface shall provide seamless transitions and contribute to the highest quality experience possible.

The Design Criteria Package attached hereto as **EXHIBIT A** sets forth requirements regarding surveys, explorations, design, construction, and adjacent residential/commercial/municipal access during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and permitting agencies, and the public. The significant aspects of this Project shall include the services and deliverables set forth below. The successful Design-Build Team will be expected to work closely with designated City staff to accomplish these goals.

### **3.1. CITY'S RESPONSIBILITIES**

- (a) City will provide contract administration services and construction management during the life of the Project. The City Engineer may provide construction administration services and quality acceptance reviews of some or all of the work at the sole discretion of the City. In any event, the Design-Builder must provide for its own construction quality assurance and quality control inspections, testing and material certifications and not rely upon the City for these services.
- (b) City will not be responsible for materials testing of any type. All quality assurance services as may be required by the approved Project drawings and specifications, shall be the responsibility of the Design-Builder.
- (c) This RFP does not commit the City to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services.
- (d) In addition to the foregoing, the City shall:
  - (1) make staff available for sufficient hours as is required to meet with Design-Builder and provide such information as required;
  - (2) assign a Project Manager who will oversee the work and provide support as needed;
  - (3) provide survey for control and existing site features prior to design;
  - (4) perform land use review and conditional use permitting, if necessary;
  - (5) provide an estimate to Design-Builder of all necessary permit fees and impact fees associated with the Project;
  - (6) perform initial compaction tests, as required;
  - (7) provide the Design-Builder with base map information including existing conditions and features in an AutoCAD format; and
  - (8) estimate location of existing known site utilities owned by the City.

**3.2. DESIGN-BUILD TEAM RESPONSIBILITIES**. The Design-Build Team shall provide a comprehensive, turnkey scope of services from the design process through construction closeout. The significant aspects of this Project shall include the services, responsibilities, and deliverables set forth below. The Design-Build Team will be expected to work closely with designated City staff to accomplish these responsibilities and meet the established goals for this Project.



- (a) The Design-Builder shall be responsible for confirming the provided site and property surveys, underground utility locations (as applicable), condition assessment for repair and/or replacement quantities of the structural, plumbing, mechanical and communication trades, investigations that may be required to confirm driven pile means/methods and pile capacities, documentation of existing conditions in accordance with FDOT requirements, engineering designs for the trades required, construction inspections (including special inspections required by the City building permits), City of Ocala building permitting, construction document preparation and subsequent approvals, and construction inspections on or before the Project completion date indicated in its proposal.
- (b) The Design-Builder shall demonstrate best project management practices while working on this Project, including but not limited to accounting and invoicing practices sufficient to meet state and City audit standards. These include communication with the City, regulatory agencies, adjacent property owners, and others as necessary for the best management of time and resources.
- (c) The City does not guarantee the details pertaining to previous structural, utility and/or other investigations as shown on any documents supplied by the City, including soil borings. The submission of a proposal is prima facie evidence that the proposer has made an examination as described in this provision. Proposers shall examine boring data, existing utility data (including but not limited to, electrical, plumbing, mechanical and communication systems) where available, and make their own interpretation of the subsoil investigations, existing subsurface utilities and other preliminary data, and shall base their proposal on their own opinion of the conditions likely to be encountered.
- (d) The Design-Builder shall fully document and take every precaution during construction to protect any existing roadway and/or building infrastructure such as signs and sign structures, signals, lighting, utilities, stormwater facilities and other items that are not to be replaced as part of this Project. If such items are damaged by the Design-Builder during the construction period, the damage shall be replaced at the Design-Builder's expense.
- (e) Design-Builder shall protect and maintain all surfacing and improvements during the entire construction process. Protection of surfacing and improvements includes, but is not limited to, installation of fencing, cabling or other preventative measures to reduce non-permitted use of the skatepark prior to the formal opening of the facility. Design-Builder shall be responsible for any and all damage resulting from improper use or vandalism prior to City's acceptance of the Project.

### **3.3. DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS**

- (a) Based on review of the Project Specifications and the conceptual design and other documents contained in the Design Criteria Package attached hereto as **EXHIBIT A**, the design development and construction documents shall consider a total build out of the skatepark complex.
- (b) Design-Builder shall provide a design concept in a high-quality, professional pan view drawing showing the entire skate park complex including two sections or elevations, and a three-dimensional drawing, scale model, or artist rendering. The plan view and section drawings shall label all coping locations, feature names, heights and depths.
- (c) Design-Builder shall provide high quality, professional construction drawings, details, specifications and cost estimates for the entire skatepark complex.
- (d) Design-Builder shall provide three (3) 11" x 17" review sets at 50% and 90% stages of construction document preparation. All prints on the review sets must be of a size so that the detailed notes can be read.
- (e) Design-Builder shall provide three (3) 11" x 17" sets and one (1) 24" x 36" set at 100% stage of construction documents.
- (f) One copy of 8 ½" x 11" written specifications shall be required at 90% and 100% stages. Additionally, an AutoCAD electronic file must be provided at the 100% stage.

- (g) Design-Builder shall prepare and deliver a rigid, 24" x 36" presentation graphic and digital image scan of the skatepark complex to be used by the City for marketing and fundraising purposes.
- (h) All text documents shall be provided in MS Word format. The Design-Build Team shall be responsible for revising and/or supplementing specifications required to do all work associated with the skatepark construction including, but not limited to, concrete placement and finishing and electrical system improvements.
- (i) Final drawings must be completed in an AutoCAD format acceptable to the City. A Professional Engineer or Architect licensed in the state of Florida shall sign all required engineering and architectural drawings.
- (j) In addition to the foregoing the Design-Builder shall, at a minimum, perform the following tasks:
  - (1) Attend a minimum of three (3) meetings through the completion of the design development and construction document phase;
  - (2) Obtain soil reports or testing as needed for design criteria using the City's approved geotechnical vendors for basic soils information, including soil type and classification;
  - (3) Provide architectural and engineering services to develop final design plans, specifications, and cost estimates for the entire skatepark complex;
  - (4) Provide an estimate of probable costs for amenities recommended for inclusion in the proposed improvement area;
  - (5) Design and engineer all stormwater improvements;
  - (6) Prepare high quality professional drawings for document review and approvals;
  - (7) Calculate final estimates of quantities to be used in the skatepark complex;
  - (8) Deliver preliminary cost estimate and quantity of materials and estimates in a digital file; and
  - (9) Provide a proposed phasing or implementation plan.

### **3.4. PERMITTING**

- (a) Design-Builder shall be responsible for preparing all necessary state and local permit applications. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity.
- (b) Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, lack of payment, or any permit violations shall be solely the responsibility of the Design-Builder, and may not be considered sufficient reason for time extension, in City's sole discretion.
- (c) Changes to the concept requiring additional permitting activities are the responsibility of the design-builder.
- (d) In addition to the foregoing, the Design-Builder shall, at a minimum, perform the following tasks:
  - (1) Obtain and pay for all permits required for the Project;
  - (2) Process the required building permits, as well as any required trade permits, in accordance with the Florida Building Code and City of Ocala Building Department requirements;
  - (3) Produce and provide architectural and engineering calculations and drawings in appropriate quantities and sizes, signed and sealed required to obtain all state and local development permits;
  - (4) Incorporate all changes required by development permit plan review check; and
  - (5) Develop drawings, specifications, and materials as required until approved by the reviewing agency for all development permits.

### **3.5. CONSTRUCTION AND CLOSE-OUT**

- (a) The successful Design-Build Team shall be responsible for providing comprehensive construction services including all equipment, materials, and labor required to construct the skatepark as per the approved plans.
- (b) Modifications to the final design, made by the Design-Builder during construction, shall be reviewed and approved by City staff before implementation of changes to plans.
- (c) Modifications to the final design, recommended and performed by the Design-Builder during construction, shall bear no additional cost or inconvenience to the City.
- (d) In addition to the foregoing the Design-Builder shall, at a minimum, perform the following tasks:
  - (1) Provide architectural, electrical, and infrastructure construction services including construction staking, erosion control fencing, tree protection, site preparation, on site stormwater infiltration or disposal, and the construction of the skateable surfaces as described.
  - (2) Coordinate site development reviews and inspections as necessary.
  - (3) Provide all construction administration services including disciplines coordination, document checking, and coordination with City staff.
  - (4) Protect all surfacing and improvements during the entire construction process. This protection includes, but is not limited to, installing a fencing, cabling or other preventative measures to reduce unpermitted use of the skatepark prior to the formal opening and City's acceptance of the facility.
  - (5) Attend monthly progress meetings and prepare and submit monthly written progress reports identifying Project status, percent complete and scheduled time of completion to City staff.
  - (6) Conduct a Project closeout with City staff.
  - (7) Prepare and deliver three (3) three-ring binders of construction closeout manuals upon completion of the Project. Each closeout manual shall be index tabbed and include:
    - a. Contractor's information
    - b. Product List including product name, product number, contact information and method of application for all materials used on the Project
    - c. Written two-year warranty letter on all materials and workmanship
    - d. Submittal documents including manufacturer's instructions, field reports and testing certificates
    - e. Maintenance schedule and recommendations
    - f. Full-size, signed and sealed, final as-built drawings
    - g. Digital file of AutoCAD as-built drawings
  - (8) Conduct educational training session regarding maintenance programs and schedules with City staff.
  - (9) Provide as-built plans in hard copy, certified by a Florida registered professional surveyor, along with an Auto CAD electronic file showing elevations, utilities (above and below ground) and all elements of the constructed park.

### 3.6. **PROJECT SPECIFICATIONS**

The design and all associated construction documents shall clearly demonstrate compliance with all applicable state and local codes and regulations. The successful Design-Build Team shall follow the most recent editions of the following codes and standard specifications, at a minimum and as appropriate per the Design Criteria Package attached hereto as **EXHIBIT A**:

- (a) City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure, available at:  
<https://www.ocalafl.gov/home/showpublisheddocument/22736/638121592055800000>.
- (b) Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, available at: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/july-2022/july2022ebook.pdf?sfvrsn=804e3f6\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/july-2022/july2022ebook.pdf?sfvrsn=804e3f6_2).
- (c) The Florida Building Code, FBC, latest addition.

3.7. **VERIFICATION OF EXISTING CONDITIONS**. By executing any contract awarded pursuant to this Solicitation, the Design-Builder specifically acknowledges and agrees that the Design-Builder is being compensated for performing adequate investigations of existing site conditions, including subsurface investigations, sufficient to support the design developed by the Design-Builder and that any information being provided is merely to assist the Design-Builder in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

### 3.8. **BID BOND**

- (a) Bid Security in an amount equal to **Five Percent (5%)** of the total bid price must accompany this Proposal. Proposer pledges to enter into a contract with City on the terms stated in this Solicitation and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations thereunder within a specified period of time after award. Should Proposer refuse to enter into such Contract or fail to furnish any required Performance and Payment Bonds or Certificates of Insurance after receipt of the City's Notice of Intent to Award, the Bid Security shall be forfeited to the City as liquidated damages, not as a penalty.
- (b) Bid Security shall be in the form of a Cashier's Check or Bid Bond written on the City's Bid Bond form provided herein or on AIA Document A-310 Bid Bond. The attorney-in-fact who executes the bond on behalf of the Surety shall affix to the Bond a certified and current copy of the power of attorney. All Bid Bonds, Performance Bonds, and Labor and Materials Payment Bonds must be issued by a surety company meeting the requirements set forth in section 287.0935, Florida Statutes.
- (c) City shall return Bid Security to all Proposers whose bids shall not be under further consideration for contract award within thirty (30) days after award.
- (d) City shall have the right to retain Bid Security of Proposers to whom an award is being considered until either: (i) the Contract has been executed and bonds, if required, have been furnished; or (ii) the specified time has elapsed so that Proposals may be withdrawn; or (iii) all Proposals have been rejected.

### 3.9. **PUBLIC CONSTRUCTION/PERFORMANCE BOND**

- (a) As security for the faithful performance and payment of all bills and obligations arising from the performance of the Design-Build Team under the Contract, the successful design build firm shall be required to furnish a certified and recorded Public Construction Bond in an amount equal to **One Hundred Percent (100%)** of the total project value for single projects or of the amount representing the average total value under construction at any given time for continuing

construction contracts with multiple phases or projects, in accordance with section 255.05, Florida Statutes.

- (b) Bid Bonds, Performance Bonds, and Labor and Materials Payment Bonds must be issued by a surety company meeting the requirements set forth in section 287.0935, Florida Statutes.

### **3.10. MAINTENANCE AND GUARANTEE BOND**

- (a) The Design-Build Team shall be required to furnish a Maintenance and Guarantee Bond in the amount of **Ten Percent (10%)** of the total project value prior to final payment covering all labor and materials provided under the resulting contract for a period of **Three (3) Years** from the date of final completion. Prior to the City's receipt of a fully executed Maintenance and Guarantee Bond, Design-Build Team shall warrant all work completed during the term of the contract.
- (b) Bid Bonds, Performance Bonds, and Labor and Materials Payment Bonds must be issued by a surety company meeting the requirements set forth in section 287.0935, Florida Statutes.

### **3.11. SERVICE AND WARRANTY**

- (a) Unless otherwise specified, the awarded vendor shall define all warranty service and replacements that will be provided during and subsequent to the award of the solicitation. Vendor must provide complete written manufacturers' warranties to the City of Ocala Project Manager before final payment will be authorized.
  - (1) **Warranty on Labor: TWO (2) YEARS.**
  - (2) **Warranty on Materials: TWO (2) YEARS.**

### **3.12. INSURANCE REQUIREMENTS**

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

subcontractors, City Engineer, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a named insured.

- (2) **Professional Liability/Errors and Omissions Insurance**. Awarded vendor shall procure and maintain, for a period of at least **Five (5) Years** from the date of acceptance of the work by the City, a policy of professional liability/error and omissions insurance in an amount not less than \$1,000,000 per claim.
  - (3) **Installation Floater Insurance**. Awarded vendor shall procure and maintain a policy of installation floater insurance to cover damages or destruction to equipment being installed or otherwise being handled or stored by the Contractor. The amount of coverage should be adequate to provide full replacement value of the equipment otherwise being handled or stored on or off premises or in transit. All risks coverage shall be provided either in a single policy or in a combination of underlying and umbrella on excess policies.
- (e) **CITY AS ADDITIONAL INSURED AND ENDORSEMENTS**. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this section with the exception of Workers' Compensation and Professional Liability policies. Vendor's Worker's Compensation policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. Vendor's Commercial General Liability policy shall be endorsed with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of vendor.
- (f) **FAILURE TO MAINTAIN REQUIRED COVERAGE**. In the event that Vendor fails to obtain or maintain in full force and effect any required insurance coverage, the City may procure same from insurance carriers as the City may deem proper, irrespective that a lesser premium for such insurance coverage may be available, and Vendor shall pay, upon demand by City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing, in the event City is forced to procure the required insurance coverage due to Vendor's failure to comply with these Insurance Requirements, City shall in no manner be liable to Vendor for any insufficiency or failure of coverage with regard to same or any loss to Vendor occasioned thereby. Additionally, the procurement of such insurance coverage shall not relieve Vendor of its obligation to maintain said coverage in the types and amounts specified herein and Vendor shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Vendor's failure to maintain said coverage.
- (g) **OTHER MISCELLANEOUS INSURANCE PROVISIONS**.
- (1) These insurance requirements shall not relieve or limit the liability of vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under any contract to cover vendor.
  - (2) No work shall be commenced under any contract until the required Certificate(s) of Insurance have been provided. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
  - (3) Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

### **3.13. LIQUIDATED DAMAGES**

- (a) Because it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents



would incur should Vendor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of the resulting contract, should Vendor fail to achieve Substantial Completion by the date specified in the resulting contract, then Vendor shall pay City, as liquidated damages and not as a penalty, the sum of **\$1685** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the resulting contract.

- (b) After Substantial Completion, if Vendor shall neglect, refuse, or fail to complete the remaining work within the time specified in the resulting contract for Final Completion and readiness for final payment or any proper extension thereof granted by City, Vendor shall pay City, as liquidated damages and not as a penalty, additional sum of **\$200** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.
- (c) City shall have the right to deduct liquidated damages from any money in its hands, otherwise due or to become due to the Vendor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of the resulting contract within the time stipulated.
- (d) Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Allowing Vendor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under the resulting contract.

**3.14. TIMELY PAYMENT FOR CONSTRUCTION SERVICES.** Payments shall be made no later than the time periods established by Section 218.735, Florida Statutes.

**END OF SECTION**

## SECTION 4

### SUBMISSION INSTRUCTIONS, PROPOSAL ORGANIZATION REQUIREMENTS, AND EVALUATION CRITERIA

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

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

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

**4.2. TWO STEP EVALUATION PROCESS.** In accordance with section 287.055(9)(c), Florida Statutes, the selection process for this design-build Solicitation shall be comprised of two steps: Step One – Evaluation of Qualifications, Availability, and Experience; and Step Two – Evaluation of Proposed Design and Price Proposals.

- (a) To facilitate the two-step evaluation process. Proposals shall be uploaded to the listing at [www.bidocala.com](http://www.bidocala.com) as follows:
- (1) **ENVELOPE 1:** Shall contain **only** the information required for the Transmittal Letter, Tab 1, and Tab 2 of the Proposal.
  - (2) **ENVELOPE 2:** Shall contain **only** the information required for Tab 3 and Tab 4 of the Proposal.

**4.3. COVER PAGE, PAGE SIZE, AND FORMAT.**

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

**4.4. 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 the Design-Build Team. The transmittal letter should include the following information:
  - (1) Identification of the individuals authorized to represent the design-build firm/team in any negotiations, along with their mailing address, phone and fax numbers, and e-mail addresses.
  - (2) A short narrative describing Proposer's understanding of the scope of work and a brief summary of Proposer's approach and overall vision for the successful development of the Project and why the Proposer is the most qualified and best choice to be awarded this Project.
  - (3) Specific statement that the Proposer has read and understands all procedures and criteria associated with the submittal requirements.
  - (4) Acknowledgement of receipt of this Solicitation and understanding that all terms and conditions contained herein may be incorporated into a resulting contract.
  - (5) Statement that the individual who will execute the resulting contract shall be authorized to do so as a representative of the team submitting the response.
- (b) **TAB 1 – PROJECT TEAM COMPOSITION, QUALIFICATIONS, ROLES, AND AVAILABILITY.** *The emphasis of this section shall be on key personnel that will be committed to the Project, their specific Project roles, and availability.*
  - (1) Provide a brief narrative which provides a general description of the Project team, highlighting the team's qualifications and experience as a design-build firm in designing and constructing projects of similar scope and size, and the team's ability to provide the services detailed in the Solicitation.
  - (2) Provide an organizational chart depicting Proposer's key personnel that will be committed to the Project. The personnel identified in the organizational chart are expected by City to be utilized for the Project. City reserves the right to disallow substitutions without prior City approval. Key personnel must include:
    - (a) the primary contact for design related issues;
    - (b) primary contact for construction related issues; and
    - (c) principal officers that will be involved in 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, experience on similar or related projects of this size and scope; and any other unique qualifications.
  - (4) Identify the percentage of time that each key personnel member will devote to the entire Project and any other projects currently on-going or anticipated to be on-going during the timeframes noted in the Project Schedule.
  - (5) Identify and provide qualifications and experience of any subcontractors/subconsultants, if any, and the resources available to perform the work for the duration of the Project.
  - (6) **Please also provide:**
    - (a) The location of the principal office of your firm that will be responsible for overseeing the Project.
    - (b) Florida professional and contractor licenses held by the Design-Build Team and the key personnel who will be assigned to this Project, complete with license numbers and an indication of whether the license is held by the individual or the firm.
    - (c) If Proposer is a Minority Business Enterprise certified by the state of Florida, provide a copy of said certification.
- (c) **TAB 2 – EXPERIENCE OF THE DESIGN-BUILD TEAM.** *Here, Proposers should address their specific experience as it relates to the work required for this Project. The successful Design-Build Team must have extensive experience in the design and construction of skate parks.*
- (1) Describe at least three (3), but no more than five (5), skate park projects in Florida and the southeastern United States of similar size and scope, whereby the Design-Build Team completed both the design and construction of the project during the last five (5) years, whether complete or ongoing. Focus on those projects which best characterize the Design-Build Team’s capabilities, work quality and cost control measures. At least three (3) of these projects must have included the completion of construction drawings, technical specifications, and construction estimates. For each project submitted as proof of experience, please identify:
    - (a) Project name;
    - (b) Project location;
    - (c) Owner’s name;
    - (d) Project initial budget and final budget;
    - (e) Project start, initial completion, and final substantial completion dates;
    - (f) Summary of work actually performed by team; and
    - (g) Reference information for project (contact name, title during project, telephone number, and e-mail address).
  - (2) Identify all contracts or subcontracts awarded to the Design-Build Team that were terminated prior to completion within the last five (5) years, regardless of whether termination was due to the fault of the Design-Build Team or the owner. Briefly describe the circumstances and outcomes for each.
  - (3) Identify all claims arising from a contract which have resulted in litigation or arbitration in the last five (5) years. Briefly describe the circumstances and outcomes for each.
- (d) **TAB 3 – DESIGN AND CONSTRUCTION APPROACH AND PROCESS.** *Here, Proposers should demonstrate how the Project will be implemented pursuant to the goals and requirements set forth in this Solicitation. Proposers shall demonstrate knowledge of the Project objectives/goals and existing field conditions, identify potential design and construction/build issues, and present*

*a comprehensive plan for completing the specified work as established in the Scope of Services.*  
Responsive proposals shall:

- (1) Demonstrate efficient use of manpower, materials, equipment, design methodology, construction methodology, and techniques for completing the Project efficiently within the constraints outlined in the Scope of Work.
  - (2) Address Proposer's specific experience with the various elements or concepts outlined in this Solicitation.
  - (3) Describe approach to reducing overall Project costs and minimizing Project schedule and describe the operational, material quality, technical and/or cost benefit to incorporating value engineered items.
  - (4) Document Proposer's policies and procedures for quality control and assurance as it specifically relates to the Scope of Work. Describe other management procedures that will be used to ensure the design and construction complies with City standards, permitting agency requirements, profession/industry standards, and other pertinent requirements.
  - (5) Address Proposer's processes for assuring proper coordination so that safety, including Maintenance of Traffic (MOT) and pedestrian safety, are maintained at all times during the Project.
  - (6) Proposer shall demonstrate the adequacy of its proposed Project Schedule, identifying the critical path and any long lead time items.
- (e) **TAB 4 – PRICE PROPOSAL.** Proposer's Price Proposal shall consist of line-item costs for design and construction of the Project as described in the Scope of Work. The estimates should include the true estimated costs for the proposed design and construction services to produce the expanded skate park as described within this RFP.
- (1) Price Proposals are submitted for the purposes of determining the successful proposer after the City makes a most-qualified Proposer determination in accordance with section 287.055(9), Florida Statutes.
  - (2) Price Proposals shall be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including but not limited to design, plans approval, permitting, construction, certification, close-out and start-up of the Project.
  - (3) Price Proposal, in addition to all direct costs and expenses, shall include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).
  - (4) The City, at its sole discretion, may conduct further negotiations to determine the final value of the contract to be awarded and may request a detailed proposed schedule of values based on the Price Proposal.

**4.5. 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 and best-value Design-Build Team, which may not necessarily be the lowest-price proposer. Value added benefits that may be evaluated include, but are not limited to quality, safety, responsiveness, service, innovation and reliability. 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) **ADMINISTRATIVE REVIEW OF PROPOSALS.** City Procurement staff shall first review all Proposals in detail to make a determination as to the responsiveness of each Proposer:

- (1) 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) Only those Proposals found to be responsive shall be submitted to the Selection Committee

(b) **SELECTION COMMITTEE STEP ONE REVIEW – Evaluation of Qualifications, Availability, and Experience.** Step One Review shall consist of the evaluation of a Design-Build Team's qualifications, availability, and experience based on the team's submitted Proposal. The Selection Committee appointed by the City will attempt to qualify no less than three (3) responsive and responsible design-build teams and will shortlist those teams that will advance to Step Two.

STEP ONE REVIEW EVALUATION CRITERIA	SCORING (100 POINTS)
Qualifications and Experience of the Design-Build Firm and Team Members	40
Availability of the Design-Build Team	30
Past Performance of the Design-Build Team	30
<b>Total Maximum Points</b>	<b>100</b>

(c) **SELECTION COMMITTEE STEP TWO REVIEW – Evaluation of Proposed Design and Price Proposals.** Step Two Review shall consist of the evaluation of the proposed design and price Proposals received only from those firms shortlisted during Step One Review. If oral interviews are determined to be necessary, Step Two scoring will be determined after the interviews.

STEP TWO REVIEW EVALUATION CRITERIA	SCORING (100 POINTS)
Proposal Quality Including Clarity and Understanding of Project and Objectives	30
Design and Construction Approach and Process	40
Project Cost and Feasibility	30
<b>Total Maximum Points</b>	<b>100</b>

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

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



- (3) After the successful negotiation of a professional services contract, the City will present the resulting contract to City Council for approval. City Council may approve the recommended award and negotiated contract or reject the award and contract. The decision of City Council shall be final.

#### **4.6. CONTRACT AWARD.**

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

#### **4.7. ADDITIONAL INFORMATION.**

- (a) **Offer and Binding Authority.** Each Proposal timely received by City at the time advertised for the bid opening shall constitute an offer by the Proposer to sell the goods and/or perform the services in strict accordance with the terms and conditions set forth in the solicitation, all for the bid amount. The individual submitting the Proposal must, and shall be deemed to, have binding authority to submit contracts on behalf of the responding firm
- (b) **Determination of Responsiveness and Responsibility.** After Proposal opening, but before any award is made, the City shall evaluate (as applicable) the solicitation process, the bid total, any supplements to the Proposal submittal forms, Proposer experience, any proposed subcontractors and/or equipment manufacturers, Proposer's past performance and references, and any other data deemed by the City to be relative to making a determination of Proposer's responsibility and qualifications to perform satisfactorily under the resulting contract.
- (c) **Mistakes.** Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instruction pertaining to the solicitation. Failure to do so shall be at Proposer's risk and expense. All extensions of the unit prices shown, and the subsequent addition of extended amounts, shall be verified by City. In the event of a discrepancy between the sum of the extended amounts and the bid total, the unit price shall govern (if applicable). The City reserves the right to add to or delete any item from a bid or resulting award when deemed to be in the best interest of the City.
- (d) **Subcontractors and Equipment Manufacturers.** Proposer may be required to submit, in writing, the names and addresses (and other material information) for any proposed subcontractors or equipment manufacturers identified in the Proposal. City reserves the right to disapprove any proposed subcontractor or equipment manufacturers whose technical or financial ability, resources, or experience are deemed (in the City's sole discretion) to be inadequate.
- (e) **Samples.** Samples of items when required, must be furnished free of expense to City and upon request, be returned to the bidder at the bidder's expense. Samples of selected items may be retained for comparison purposes.

- (f) **Right to Cancellation, Rejection, Disqualification, and Waiver.** City reserves the right to reject any bid where the prices appear to be unbalanced, and to reject any or all bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the City. City reserves the right to cancel the bid in its entirety or waive any minor irregularity or technicality in bids received.
- (g) **Sole Proposer.** Where only a single responsible and responsive Proposal is received, City may, in its sole discretion, elect to conduct a price or cost analysis of the Proposal. Such Proposer shall cooperate with the City's analysis and provide such supplemental information as may be required. The determination whether to enter into an agreement with a sole Proposer shall be solely within the City's discretion and shall not be conditioned upon the City's performance of a price or cost analysis.
- (h) **Shortlisting and Oral Presentations.** In general, City wishes to avoid the expense (to the City and to proposing firms) of unnecessary presentations. Therefore, City will make every reasonable effort to rank/select firms based on written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, the City may shortlist Proposals and require those Proposers to make oral presentations, participate in interviews, or answer questions. These presentations, interviews, and questions will provide Proposers with an opportunity to demonstrate their qualifications, approach to the project, and ability to furnish the required services. City reserves the right in all instances to conduct personal interviews or require presentations of any or all Proposers prior to selection. City shall not be liable for any costs incurred by Proposers in connection with personal interviews or presentations (i.e., travel, accommodations).
- (i) **City's Selection Committee.** City's selection committee may consist of representatives from the City of Ocala, City Council members, and/or the Mayor. City reserves the right to adjust the makeup of the selection committee. Evaluation criteria and selection schedules will be announced either within the solicitation documents or with the posting of a Public Notice.

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

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

**END OF SECTION**