



**CITY OF OCALA**  
**Public Services**  
1805 NE 30<sup>th</sup> Avenue – Building 300  
Ocala, Florida 34470  
Phone (352) 401-6967  
Fax (352) 401-6961

**INVITATION TO NEGOTIATE**  
**Ocala Golf Club – Golf Course Operations and Management**

**ITN 12-001**  
**October 28, 2011**

**DUE DATE: November 30, 2011 2:00 p.m.**

**DESCRIPTION:**

The City of Ocala is accepting proposals from interested and qualified persons/companies for the management, operation, and maintenance services of the Ocala Golf Club; located at 3130 E. Silver Springs, Ocala, FL 34470.

Through this ITN the City of Ocala is seeking proposals on the feasibility and desirability of entering a lease or outsourcing management with a golf course operator that would address the operational and policy challenges. The City is also interested in proposals for golf operations and management services such as grounds management, marketing/promotions, food and beverage, clubhouse and golf merchandise management.

Respondents should provide proposals regarding the types of contractual arrangements that might be appropriate and best suited to meet the City's program goals and policy objectives.

**PURPOSE**

The purpose of this Invitation to Negotiate (ITN) is to obtain competitive proposals from qualified firms or individuals capable of providing a management and operation solution for the Ocala Golf Club (hereinafter "Golf Course"). This ITN provides prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by the City of Ocala to satisfy the needs as outlined in the scope of services. Proposers are strongly encouraged to carefully read the entire ITN.

## **PROGRAM GOALS AND POLICY OBJECTIVES**

It is the intent and expectation of the City of Ocala to continue to provide for its citizens an upscale, very well maintained public golf facility with a customer service level commensurate with other upscale daily fee golf courses in the area. It is desired that fees will be kept competitive to those charged by other area golf courses with similar services and facilities. The City has identified the following additional, critical goals and challenges to be addressed by any initiative to restructure its operations and management of Ocala Golf Club:

- A. Achieve revenue growth for all Ocala Golf Club profit centers
- B. Contain rate of expenditure growth by incentivizing efficient course management and operations
- C. Protect the City's recent investment in capital improvements through a high quality maintenance program overseen by a well qualified Golf Course Superintendent of America (GCSAA) certified golf course superintendent.
- D. Eliminate future General Fund subsidies of Ocala Golf Club
- E. Institute new customer communications and marketing initiatives
- F. Foster a cogent master planning process for future capital improvements
- G. Provide comprehensive food and beverage, banquet, meeting room and pro shop operations
- H. Maintain affordable rates
- I. Maintain programs for Ocala Golf Club player associations and continue traditional tournaments; and lessons provided by a certified PGA or LPGA professional.
- J. Provide a simple system of business accounting that allows the city to monitor each revenue center's performance and similarly a transparent system of expenditure accounting.

## **SCOPE OF SERVICES**

The City of Ocala Recreation & Parks is seeking proposals from responsible firms or persons to provide for the management and operation of all facets of the Golf Course on behalf of the City. This proposal should include a plan for maintaining the golf course, managing a pro shop, food services, banquet facility and related services.

The initial term of this agreement shall be for an initial three (3) year term with two (2) each, three (3) year renewal options upon mutual agreement of both the City and the Contractor.

The goal of the City of Ocala is to have the Golf Course in excellent playing condition, providing exceptional customer service while keeping the cost per round of golf reasonable enough for the general public so they may have a quality recreation experience at a reasonable cost.

The successful proposer shall have the responsibility of providing general operational management services for the Golf Course and all associated cost.

All personnel employed by the Golf Course shall at all times be employees of the contractor. All costs pertaining to such contractor employees arising out of the City - Contractor relationship will be an operating expense paid for from the Contractor.

All prospective vendors are strongly encouraged to inspect the golf course and associated spaces prior to submitting a proposal. Site visits must be coordinated with:

Kandace Clatterbaugh  
Email: [KDClatterbaugh@ocalafl.org](mailto:KDClatterbaugh@ocalafl.org).  
Phone: (352) 401-8279.

All questions pertaining to the proposals must be directed to the purchasing agent as listed on the "INTERPRETATIONS, CLARIFICATIONS AND ADDENDA" section of this ITN document.

## **BACKGROUND**

The City of Ocala, Florida, an incorporated municipality located in central Florida, owns and operates the Ocala Golf Club. The Ocala Golf Club is a par seventy-two (maximum yardage 6,552), eighteen hole golf course which was originally constructed in 1930. In 2009, the course was renovated under the re-design of golf course architect Michael Beebe and received the Legacy Award presented to MacCurrach Golf for Best Renovation Project in 2009 by the Golf Course Builders Association. The course features four sets of tees (419 and Celebration), Emerald Dwarf Bermuda greens, 34 sand bunkers, and multiple water hazards in play. Practice facilities include a driving range with target greens, putting green and short game area with bunkers. In addition to the golf course, the facility includes a recently renovated clubhouse with a 910 SF pro-shop; a 1,088 SF snack bar with a 400 SF limited kitchen/service area (and on-course beverage cart); a 3,354 SF banquet hall with a 425 SF full kitchen that accommodates up to 252; a 720 SF conference room that accommodates 20-25 with complete audio/visual capabilities; four separate restroom facilities to serve each area of the clubhouse (as well as the appropriate on-course restrooms); 1,804 SF of back office and storage space and a separate maintenance facility. The Ocala Golf Club website provides additional course information <http://www.ocalagolfcourses.com/>.

The City currently self-operates Ocala Golf Club, with on-course maintenance contracted to ValleyCrest. Although the City is extremely satisfied with the maintenance services provided by ValleyCrest, we are nearing the end of the original three (3) year contract term (November 2011) and have the option of renewing the contract annually thereafter. All maintenance equipment is owned by ValleyCrest. The City utilizes Club Prophet's Pro Shop Keeper point-of-sale, data management, and tee-sheet software. Golf carts (72) are leased from EZ Go (current lease expires Fall 2012). The City employs one full-time Golf Director (LPGA Professional), a part-time Assistant Pro, a part-time Food and Beverage Operator, nine (9) part-time Customer Service Attendants and one part-time Custodian

(representing 16,432 man hours in labor annually). This labor is supplemented directly by volunteers who receive playing benefits for donating their time and indirectly by administrative and management personnel.

Financially, the golf course is managed in a separate enterprise fund, in which course revenues are expected to offset all direct and indirect operating costs, capital improvement costs, plus overhead, debt service and depreciation. In the past couple years, Ocala Golf Club has suffered from declining revenues that have not been adequate to meet expenses and the course is expected to close FY2011 with losses of approximately \$400,000 inclusive of debt service (\$173,000) and internal services fees (\$70,000) but exclusive of depreciation and administrative support costs. While the course has seen years with rounds exceeding 70,000 annually (late 1990's), the average annual rounds has been around 50,000 over the past decade and has declined to approximately 40,000 rounds annually over the past couple years.

### **AWARD**

A City of Ocala Selection Committee shall recommend award of this ITN to the most responsive, responsible Proposer. The criteria for that award will include evaluation of each firm's expertise, qualifications, experience, and capabilities, as well as the Proposers demonstrated understanding of the City's needs as described in Proposer's project approach and methodology. All information obtained in written proposals/responses, verbal presentations, references and site evaluations will be used by the selection committee in making a recommendation for award.

### **SUBMITTAL DEADLINE**

Firms wishing to be considered shall submit one (1) original, unbound and marked original and six (6) copies of proposals which shall be addressed to Jane Hurley, Purchasing Agent, 1805 NE 30<sup>th</sup> Avenue, Building 300, Ocala, Florida 34470, and plainly marked on the envelope, ITN 12-001 by 2:00 P.M. November 30, 2011. Submittals received after this date and time will not be considered.

### **INTERPRETATIONS, CLARIFICATIONS AND ADDENDA**

To ensure fair consideration for all proposers, the City prohibits communication relative to this Invitation to Negotiate to or with any department, bureau, or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

Prospective proposers may make written inquiries concerning this ITN to obtain clarification of requirements. No inquiries will be accepted after 12:00 P.M., November 21, 2011. Questions must be submitted in writing via mail, fax, or by email to:

Jane Hurley, Purchasing Agent  
City of Ocala Public Services  
1805 NE 30<sup>th</sup> Avenue, Building 300  
Ocala, FL 34470  
Phone: 352-401-6967  
Fax: 352-401-6961  
Email – jhurley@ocalafl.org

All envelopes containing questions must be clearly marked Inquiry for ITN 12-001 – OCALA GOLF CLUB - GOLF COURSE OPERATIONS AND MANAGEMENT to facilitate handling and distribution.

### **CONTENTS OF SUBMITTALS**

Each Submittal package should include:

1. Cover sheet: Indicate the services that you are proposing. Provide name and contact information of the person preparing submittal.
2. Provide detailed information regarding past experience with management and operations of golf course facilities.
3. Provide additional information that you feel will be helpful in evaluating your company.
4. Describe any unique features within your service that sets it apart from other contractors.
5. Describe your approach in growing the golf course in terms of profits, also presenting your financial page of your business plan.

(A) Provide a description of the services provided by the company which shall demonstrate the company's experience and/or qualifications to manage a golf facility, including:

- a. Vision, objectives, management/operational philosophies
- b. Size, Location
- c. Numbers of years in operation
- d. Golf courses under company's management in the past five years (particularly municipal courses in Florida and/or the southeastern United States) including whether those courses are still under company's management and number of years. Provide course

contact name, phone number and email address. Provide information demonstrating how the company's business approach (as presented in section B below) has proven successful at other courses the company manages.

- e. Types of courses operated/managed (specifically, publicly owned courses); market demographics of courses managed.
- f. Level of knowledge of the golf industry including operation and maintenance, particularly in the southeastern United States.
- g. Description of company's approach to environmentally sensitive golf course management practices.
- h. Description of company's philosophical approach, qualifications and experience in the management of food and beverage operations; and golf retail operations.
- i. Level of expertise in services offered; staff training; certifications, resumes of key personnel, etc. etc.
- j. Financial status of the company
- k. Relationship to any larger business entity.
- l. Nature of any typical sub-contracts related to operations

#### (B) Management Services

- a. Detailed description of the approach Respondent would propose to take in achieving the goals and policies set forth by the City in the "Program Goals and Policies" section of this document.
- b. Detailed operations plan including a staffing plan, listing of equipment needs (and replacement schedules), operating hours and policies (i.e. tee time policies, dress code and ride/walk policies etc.), rate schedules and membership plans, etc.
- c. Detailed programming information specifically as relates to "growing the game." Include information on individual and group teaching programs for all ages, tournaments, youth camps and clinics, high school programs etc.
- d. Identification of issues (i.e. demographics, economy, etc.) that pertain to the City of Ocala and Ocala Golf Club in particular that need to be considered and how the Respondent proposes to approach/address those issues. Include in this discussion, a local market review and analysis of demographics, etc.
- e. Detailed description of the annual course maintenance program to include type of maintenance, frequency, irrigation systems, chemical programs (i.e. herbicide, fertilizer, etc.); maintenance staffing plan (include listing of number and type of positions and a calculated total man-hours needed to accomplish maintenance

objectives), equipment to be provided and used on golf course including a replacement schedule and other resources available to support the maintenance operation (i.e. testing services, agronomist, etc.)

- f. Information on the type of both short term and long range capital improvement planning that will be managed by Respondent.
- g. Detailed marketing plan including identification of types of media to be used, identification of target markets and performance indicators in terms of both rounds and revenue growth.
- h. Detailed analysis of food and beverage operations including growth potential.
- i. Timing of business plan development and presentation of operating budget.
- j. Information pertaining to the financial controls and reporting process (including frequency) that Respondent would provide to City. In this discussion include the types of reports that would be provided (i.e. profit/loss statements, play statistics).
- k. Additional information not specifically requested that Respondent believes to be relevant to the City's policy discussions in regard to Ocala Golf Club.

**EVALUATION CRITERIA**

Proposals will be evaluated using a selection committee comprised of individuals with the necessary administrative and/or technical knowledge. Each of the committee members will independently evaluate each proposal using the criteria set forth below:

<b>CRITERIA</b>	<b>WEIGHT</b>
<b>DEMONSTRATED EXPERIENCE IN MANAGEMENT AND OPERATIONS OF GOLF FACILITIES OR SIMILAR BUSINESSES.....</b>	<b>40%</b>
<b>QUALIFICATIONS AND EXPERIENCE OF KEY PESONNEL (PROJECT TEAM) INCLUDING PROFESSIONAL CERTIFICATIONS. ....</b>	<b>30%</b>
<b>PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY, COST PROPOSAL (I.E. PROPOSED MANAGEMENT, OPERATIONS AND MAINTENANCE PLAN, FINANCIAL PLAN, ETC.).....</b>	<b>30%</b>

The criteria are weighted and will be scored by the selection committee members on a score of zero to five, zero being unacceptable and five being outstanding. The score will be multiplied by the weight of each individual criterion as listed above with a maximum total of 500.

Using the criteria established above, the selection committee shall prepare a ranking and shall schedule the top ranked proposers to make presentations.

Prior to presentations, the selection committee shall determine the criteria to be utilized in the final ranking (if different than above) and shall provide direction to proposers regarding same. Once presentations are completed, a new ranking shall be prepared based on the established criteria.

**INSURANCE REQUIREMENTS FOR THE CITY OF OCALA**

**1. 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.

**2. SAFETY/ENVIRONMENTAL:**

The Contractor is responsible at all times for precautions to achieve the protection of all persons including employees and property.

The Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City of Ocala and appropriate emergency officials.

**3. 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".

**4. MISCELLANEOUS PROVISIONS:**

**A. SEVERABILITY OF INTERESTS:**

"The Contractor 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."

**B. INSURANCE REQUIREMENTS:**

These insurance requirements shall not relieve or limit the liability of the Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Contractor's

interests or liabilities, but are merely minimums." No insurance is provided by the City under this contract to cover the Contractor/Subcontractors."

**C. DUPLICATE COVERAGE:**

1. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.
2. Insurance written on a "Claims Made" form is not acceptable without Risk Management Department consultation.
3. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

**D. DEDUCTIBLES:**

The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention."

**E. CERTIFICATES:**

The Contractor shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating\* of at least B+, showing the City of Ocala as an Additional Insured. The City of Ocala should be shown as the Certificate Holder, and providing for 30 day cancellation notice.

\*Non-rated insurers must be approved by the City Risk Manager.

**5. LIABILITY INSURANCE:**

"General liability insurance, with combined single limits of not less than \$200,000 per occurrence\* shall be provided and maintained by the Contractor. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal)".

If the Commercial General Liability form is used:

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

Coverage B - shall include personal injury.

Coverage C - medical payments, is not required.

If the Comprehensive General Liability form is used, it shall include at least:

Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

\* Either in a single policy or in a combination of underlying and umbrella on excess policies.

#### **6. BUSINESS AUTO LIABILITY:**

Business Auto Liability insurance shall be provided by the Contractor with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### **7. WORKERS' COMPENSATION:**

The Contractor shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$100,000 each accident and \$100,000 each employee \$500,000 policy limit for disease and shall be responsible for ensuring that any subcontractor has statutory coverage. The City need not be named as an Additional Insured, but a "subrogation waiver endorsement is required".

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print or type name of firm) \_\_\_\_\_

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, **pleas of** guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_

**SUBMIT TO:** City of Ocala  
Public Services  
1805 NE 30<sup>th</sup> Avenue, Building 300  
Ocala, Fl 34470

**CITY OF OCALA  
INVITATION TO NEGOTIATE  
ACKNOWLEDGMENT**

**Submissions are due: November 30, 2011; 2:00 p.m.**

**NEGOTIATION NUMBER - ITN 12-001**

**AGENCY ISSUE DATE:** October 28, 2011

**TITLE:** OCALA GOLF CLUB – GOLF COURSE OPERATION AND MANAGEMENT

FEDERAL ID NUMBER:

VENDOR NAME

REASON FOR NO RESPONSE

VENDOR MAILING ADDRESS

PHONE NUMBER: \_\_\_\_\_

CITY-STATE-ZIP

FAX NUMBER: \_\_\_\_\_

I certify that this negotiation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In conducting negotiations with an agency for City of Ocala, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to City of Ocala all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and City of Ocala for price fixing relating to the particular commodities or services purchased or acquired by City of Ocala. At City of Ocala's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent.

\_\_\_\_\_  
AUTHORIZED SIGNATURE (PRINT)

\_\_\_\_\_  
AUTHORIZED SIGNATURE, TITLE

**GENERAL CONDITIONS**

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted Consultant list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit bids on leases of 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 Consultant list.

**INDEMNIFICATION :** The Consultant agrees to indemnify and hold harmless City of Ocala and its elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of 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 tenant.

**INTERPRETATION OF DOCUMENTS:** No oral interpretations will be made to any Proposer as to the meaning of the Proposal/Contract Documents. Any inquiry or request for interpretation received by the City of Ocala Community Services before **12:00 P.M., March 15, 2010**, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference, sent by electronic means to all attending prospective Proposer's prior to the established due date. Addenda will be posted to demandstar.com and on the City's website at [http://www.ocalafl.org/bids\\_local.aspx](http://www.ocalafl.org/bids_local.aspx) link. Each Proposer shall acknowledge receipt of such addenda.

**OWNERSHIP OF SUBMITTALS:** All responses, inquiries or correspondence relating to or in reference to this ITN, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Consultants will become the property of the City of Ocala .

**FINANCIAL INFORMATION:** If submissions are received by an individual, a plan or timetable to create a corporation or partnership should be shown, please list the principals to be involved. The City of Ocala reserves the right to investigate the financial capability, reputations, integrity, skill, business experience and quality of performance under similar operations of each FIRM, including stockholders and principals, before making an award. Award of contract, if any, will be based on both objective and subjective comparison of submittals.

**CITY OF OCALA,** a political subdivision of the State of Florida, reserves the right to reject any and/or all submittals, reserves the right to waive any informalities or irregularities in the examination process, and reserves the right to award contracts and/or in the best interest of the City. Submittals not meeting stated minimum terms and qualifications may be rejected by the City as non-responsive. The City reserves the right to reject any or all submittals without cause. The City reserves the right to reject the submission of any Consultant in arrears or in default upon any debt or contract to the City of Ocala, or who has failed to perform faithfully any previous contract with the City or with other governmental agencies.

**CONSULTANT RESPONSIBILITY:** Consultants are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

**NON-COLLUSION DECLARATION:** By signing this ITN, all Consultants shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Offer in connection with the work for which their Offer has been submitted; or to refrain from offering in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Offer or of any other Offeror, or to fix any overhead, profit, or cost elements of the Offer price or the Offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Offeror, or any person interested in the proposed work.

**ANTI TRUST LAWS:** By submission of a signed Offer, the successful Consultant acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**CONFLICT OF INTEREST:** The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Consultants shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the City of Ocala at the time of the Offer, or at the time of occurrence of the Conflict of Interest thereafter.

**DRUG FREE WORKPLACE:** All Offerors shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Consultant shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. The City of Ocala requires that this form be submitted with each bid

**PROPRIETARY/CONFIDENTIAL INFORMATION:** Consultants are hereby notified that all information submitted as part of, or in support of Offers, will be available for public inspection ten days after opening of the Offers or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the Offers must make an appointment by calling the City of Ocala Community Services (352)629-8214. All offers submitted in response to this solicitation become the property of the City. Unless information submitted is proprietary, copy written, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Offer, in its best interest.

**NEGOTIATIONS:** The City at its sole discretion reserves the right to enter into contract negotiations with one or more contractors either sequentially or simultaneously and to ultimately negotiate a successful contract with the one contractor which best meets the City's objectives. The City may terminate negotiations with any contractor at any point, and the contractor shall have no rights against the City arising from such negotiations or termination thereof.