



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

The City of Ocala is accepting sealed electronic submissions for:

STATE LEGISLATIVE LOBBYIST SERVICES REQUEST FOR PROPOSALS (“RFP”) #: CMO/240646

Official copies of all solicitation documents may be obtained via electronic download from the City of Ocala’s e-procurement portal located at: <https://www.bidocala.com>

**** Copies of documents obtained from any other source are not considered official copies. ****

Pre-Submittal Conference: NONE.

Deadline for Questions: 5/28/2024 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: 5/30/2024 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
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 GENERAL INFORMATION

The City of Ocala seeks competitive proposals from interested firms to provide State Legislative Lobbyist services.

It is anticipated that one (1) firm will be awarded the resulting professional services contract to provide the advertised services for an initial term of three (3) years, with one (1) optional three-year renewal term.

1.1. 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.

1.2. QUESTIONS AND CLARIFICATIONS.

- (a) Proposers are responsible for verifying all listing information prior to submitting a response to the Solicitation.
- (b) Proposers must communicate any questions regarding this Solicitation by the deadline set forth above.
- (c) Any and all questions must be submitted to the Procurement Department electronically via www.bidocala.com. Responses will be made electronically and posted online. It is the responsibility of the proposers to check for updates.
- (d) If necessary, any addenda shall be posted to the www.bidocala.com website.
- (e) It is our standard policy that no addendum will be issued less than three (3) calendar days prior to the deadline established for receipt of proposals, except for an addendum withdrawing the solicitation or one which includes postponement of the date for receipt of proposals.
- (f) No verbal or written information obtained by means other than those set forth in this Solicitation, or by addendum thereto, shall be binding upon the City.

1.3. AMENDMENTS TO SOLICITATION.

- (a) Should it become necessary for the City to revise or amend any part of a solicitation, Procurement and Contracting Department staff shall furnish the revision or amendment via written addendum, comment, and/or question and answer posted in the City's e-procurement system under the appropriate solicitation.
- (b) Addenda, comments, questions and answers should be reviewed by interested parties. Lack of review will not excuse Proposers from adherence to any requirements set forth therein.
- (c) If there is a discrepancy with the scope of work that City determines, in its sole discretion, to be unfair to the Proposers, City may postpone the bid opening at any time in order to make corrections. City further reserves the right to extend the bid opening at any time during the bid process.

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

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.

1.5. 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.

1.6. COST INCURRED IN RESPONDING. All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the Proposer.

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

1.8. FEDERAL DEBARMENT. By submitting a proposal, the Proposer certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

1.9. PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO(\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

1.10. E-VERIFY. The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the contract and shall expressly require any sub-consultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the contract term.

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

1.12. INTELLECTUAL PROPERTY RIGHTS. The Proposer will indemnify and hold harmless, the City from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the City. If the Proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual

property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the City.

1.13. CONFLICTS OF INTEREST

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

1.14. ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS

- (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, or any other group who seeks to influence the decision of a City Council member or City personnel after the advertisement of a solicitation and prior to the vote of City Council on the award of a contract.
- (b) To ensure fair consideration for all Proposers, the City strictly prohibits Proposer communication relative to this solicitation with any employee, department, City official, or City Council member, regardless of whether written, verbal, or through a third party, except for those inquiries made directly to the Procurement and Contracting Department through the assigned Buyer Contact, the City's Procurement Manager, or the City's Procurement and Contracting Officer ("Assigned Procurement Personnel").
- (c) Proposers (including their agents or other third parties on their behalf) are prohibited from initiating any communication with any employee, department, City official or City Council member that will evaluate or consider the Proposal prior to and up to the time that award is made at a scheduled City Council meeting.
- (d) Proposers (including their agents or other third parties on their behalf) are prohibited from discussing this Solicitation, or their submittals thereto, with competing firms under this Solicitation. All oral and written inquiries must be directed through Assigned Procurement Personnel.
- (e) **Proposers (or any third-party on their behalf) who lobby or initiate otherwise prohibited communications shall be disqualified from consideration for award; AND may be subject to a three (3) year debarment from doing business with the City of Ocala.**

1.15. PUBLIC RECORDS. All written competitive submissions received by the city pursuant to this RFP including all replies, oral presentations, other submissions, correspondence, meetings and records made thereof, and any other records concerning this solicitation shall be handled in accordance with Chapter 119, Florida Statutes, and Article 1, Section 24, of the Florida Constitution.

- (a) Sealed proposal responses or replies received by the City in response to its solicitations are exempt from public disclosure until such time as the City provides notice of an intended decision or until thirty (30) days after the opening of the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A proposal or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all proposals or replies.
- (b) Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 (Public Records) and Section 815.045 (Trade Secret Information), Florida Statutes. Should bidders/proposers consider any information related to their proposal or the services to be provided to City to be proprietary, a trade secret, or otherwise constitute confidential material under Florida or federal law, bidder/proposer shall designate such portion of the material as such by clearly marking it as CONFIDENTIAL, PROPRIETARY, or TRADE SECRET and submit both a non-redacted and redacted copy of their submission. The redacted copy shall only exclude or obliterate the exact portions claimed to be confidential, proprietary, or trade secret. Additionally, bidder/proposer shall state the basis for of the exemption that it contends is applicable to the record, to include the statutory citation to an exemption created or afforded by statute.
- (c) **THE CITY WILL MAKE NO EFFORT TO VERIFY WHETHER OR NOT THE REDACTED MATERIAL IS EXEMPT FROM CHAPTER 119, FLORIDA STATUTES. THAT DETERMINATION IS TOTALLY THE RESPONSIBILITY OF THE BIDDER/PROPOSER AND THE BIDDER/PROPOSER SHALL BE SOLELY RESPONSIBLE FOR DEFENDING ITS DETERMINATION THAT THE REDACTED PORTIONS OF ITS RESPONSE ARE CONFIDENTIAL, TRADE SECRET, OR NOT OTHERWISE SUBJECT TO DISCLOSURE. PROPOSER SHALL PROTECT, DEFEND, AND INDEMNIFY THE CITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO PROPOSER'S DETERMINATION THAT THE REDACTED PORTIONS ARE NOT SUBJECT TO DISCLOSURE. IF THE PROPOSER FAILS TO SUBMIT A REDACTED COPY OF ITS SUBMISSION, ANY CLAIM OF CONFIDENTIALITY IS WAIVED, AND THE CITY SHALL BE AUTHORIZED AND REQUIRED TO PRODUCE THE ENTIRE DOCUMENT OR RECORD IN ITS ANSWER TO A PUBLIC RECORDS REQUEST FOR SAID RECORDS.**

1.16. ANTI-COLLUSION STATEMENT. By responding to this Solicitation, Vendor certifies that the following statements are true:

- (a) All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.
- (b) Proposer's submission is made without prior understanding agreement, or connection with any person, firm, or corporation submitting a bid for the same work, labor, or service to be done or supplies, materials, or equipment to be furnished and is in all respects fair and without collusion or fraud. Proposer understands that collusive bidding is a violation of state and federal law and may result in fines, prison sentences and civil penalties.
- (c) Proposer's submission has been arrived at independently and without consultation, communication, or agreement, or for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or competitor.
- (d) Unless otherwise required by law, the prices which have been (or will be) quoted by Proposer in this submission have not been knowingly disclosed by Proposer and will not be knowingly disclosed by Proposer, either directly or indirectly, to any other bidder or competitor prior to the Solicitation opening date.

END OF SECTION

SECTION 2 BACKGROUND INFORMATION, SCOPE OF SERVICES MINIMUM REQUIREMENTS, AND RFP TIMELINE

2.1. **BACKGROUND INFORMATION**

The City of Ocala is seeking a highly qualified lobbyist who has successfully provided lobbyist services in the state of Florida for local governmental jurisdictions. These services shall include, but not be limited to the following: scheduled, extended, special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services. The lobbyist will assist the City Council and key City of Ocala staff in identifying current legislative issues impacting the City of Ocala, specifically, and Florida cities, in general.

The lobbyist will be required to advance the City's vision, strategic goals and priorities to the Marion County legislative delegation, other members of the General Assembly, as appropriate, and State of Florida, executive, legislative and administrative staff on an as needed basis. The lobbyist will recommend, and implement the most effective ways to gain access to legislative and State of Florida officials, and help craft and deliver both verbal and written messages. The lobbyist will work closely with the City Council or its liaison to recommend modifications and/or strategies to impact legislative measures, and assist in effectuating these impacts in a timely manner when legislative changes can be realistically achieved.

The City of Ocala is governed by a five (5) member City Council. The Mayor is elected at large for a two (2) year term. The City functions as a Council/Manager form of government with the administrative responsibilities vested with the City Manager. The City Council appoints the City Manager, City Attorney, and the City Clerk.

The City of Ocala, the largest municipality located in Marion County in North Central Florida, has a staff of approximately 1100 full-time and part-time employees serving a population of 66,000 permanent residents. The City's daytime population is approximately 120,000. The City encompasses approximately 47 square miles. The successful applicant's fee will be contingent upon experience, skills, and successes in similar endeavors.

2.2. **OBJECTIVES OF THIS PROPOSAL**

(a) The lobbyist will develop and implement a unique and tailored strategy, in consultation with the City of Ocala City Council and staff that increases the consciousness and awareness of the City of Ocala among the State of Florida legislature, executive, including the Governor, and administrative agencies, regional and local government entities and others as deemed necessary or desirable. These services may include acquiring sponsors and supporters for City legislative, financial, or administrative initiatives in the following areas:

- (1) Protection of City Revenue Sources
- (2) Home Rule Legislation and Issues
- (3) Property Tax Legislation and Issues
- (4) Economic Development and Enterprise Zones Legislation, Issues and Funding
- (5) Community Redevelopment Legislation and Issues, including CRAs
- (6) Transportation Legislation, Issues and Funding
- (7) Water and Wastewater Issues and Funding

- (8) Stormwater Management Issues and Funding
- (9) Telecommunications, Fiber and E-Commerce Issues and Funding
- (10) Protection of Municipal Utilities from Regulation of the Public Service Commission (PSC) Legislation and Issues
- (11) Parks and Recreation Legislation, Issues and Funding
- (12) Environmental Legislation, Issues and Funding
- (13) Public Safety and Law Enforcement Legislation, Issues and Funding
- (14) Public Official Financial Compensation and Pension Legislation and Issues
- (15) Growth Management and Land Use Legislation and Issues
- (16) Uniform Building Code/Construction and Permitting Legislation and Issues
- (17) Disaster Relief Legislation, Issues and Funding
- (18) Special Acts Related to the City of Ocala
- (19) Other miscellaneous legislative initiatives
- (20) Opportunity Zones Issues and Funding

- (b) These services may be required with respect to bills, amendments, grants and funding; along with consulting on and conducting appropriate lobbying activities to formulate and pursue the City's legislative and administrative programs, and other professional representation, as requested.
- (c) The lobbyist will be required to meet with elected officials and City staff to assist in the development of the City's annual list of goals, priorities, and special projects; address those that can be addressed at the state level, and assist in developing verbal and written material on each request to provide to state officials.
- (d) The lobbyist will be required to identify relevant funding opportunities that may arise for which the City may qualify to apply and assist staff in submitting grant requests to the appropriate State committees and agencies.
- (e) The lobbyist will represent the City in matters relating to the services of legislative consultant for matters in which the City may need professional services before the Florida Legislature, State of Florida administrative agencies, The Florida Governor and Cabinet, et al. Such services shall include, but not be limited to, attending state legislative committee hearings and meetings, rulemaking proceedings or other administrative or legislative agency meetings.
- (f) The lobbyist will prepare and submit weekly reports on the status of major bills impacting cities, in particular those bills which involve issues listed in this scope of services. This weekly report must not be a standard bill report comprised of a history of house and senate bills introduced which is generated by the Legislature. This will only be required during session.
- (g) The lobbyist shall understand the various laws and proposals and shall possess the ability to interpret, or to direct questions to those specialists able to interpret, the legal implications of the same. The lobbyist shall monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule challenges in the Division of Administrative Hearings. This shall include, but not be limited to, a review of the agendas and provision of notification to the City as pertinent issues arise. The Lobbyist shall also report the outcome of such meetings, and shall be prepared to lobby committee members prior to the same in an effort to advance the City's desired positions.

- (h) This report must be the lobbyist's identification of bills pertinent to Florida cities, especially the City of Ocala, a professional summary of the bill or amendment in the lobbyist's own words, and the bill or amendment's impact. The report must include the lobbyist's professional opinion concerning the importance of the bill or amendment to Ocala and an opinion on what actions the City should take.
- (i) If the recommended action includes arranging a teleconference call with industry experts to facilitate a greater understanding of the bill and its consequences, the lobbyist shall make this recommendation and facilitate the linkage. If the recommended action is to arrange a meeting with key legislators, the lobbyist should facilitate this meeting. The report must be in email form and must address weekly committee action of major importance related to the bill or amendment. At the conclusion of the session, the lobbyist will prepare a final written report, including the final status of the City's priorities and a summary of the impact of major legislative changes to the City of Ocala.
- (j) The lobbyist will schedule and attend a minimum of four (4) meetings (if required by the City) in Ocala with City Council and/or staff to assist in the development of the City's legislative program and to update Council on its status. In addition, the Successful Respondent shall agree to be available upon reasonable request to meet with the City Council, City staff, and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet or Cabinet members, or state agencies on matters under the scope of the RFP.
- (k) The lobbyist will monitor various state agency actions for potential impact on the City and advise as necessary.
- (l) The lobbyist will identify pertinent hearings before the legislature and advise if the City should appear and testify.
- (m) The lobbyist will meet with State legislators and policy makers as required.
- (n) The lobbyist will testify before legislative committees as appropriate.
- (o) The lobbyist, through his/her professional network, should be able to make direct and indirect interpersonal contacts with business, civic, philanthropic, and other governments to facilitate the pursuit of the City's strategic goals and objectives.
- (p) The lobbyist will not provide contractual services to other local competing interests; such as local government agencies that would differ on any legislative issues.
- (q) The lobbyist must have the ability to contract federal lobby efforts for the City at a negotiated contract rate through their agency, or with the coordination of another agency.

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 must meet the minimum qualifications set forth in this Section in order to be considered:

- (a) The Company must have no less than 10 years' experience in providing comparable lobbyist services in the state of Florida for local governmental jurisdictions.

2.4. 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:
- i. 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
 - ii. 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.
 - iii. 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) **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.
- (e) **CITY AS ADDITIONAL INSURED AND ENDORSEMENTS.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this section with the exception of Workers' Compensation and Professional Liability policies. Awarded vendor's Worker's Compensation policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. Vendor's Commercial General Liability policy shall be endorsed with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of vendor.
- (f) **FAILURE TO MAINTAIN REQUIRED COVERAGE.** In the event that the awarded vendor fails to obtain or maintain in full force and effect any required insurance coverage, the City may procure same from insurance carriers as the City may deem proper, irrespective that a lesser premium for such insurance coverage may be available, and Vendor shall pay, upon demand by City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing, in the event City is forced to procure the required insurance coverage due to awarded vendor's failure to comply with these Insurance Requirements, City shall in no manner be liable to awarded vendor for any insufficiency or failure of coverage with regard to same or any loss to Vendor occasioned thereby. Additionally, the procurement of such insurance coverage shall not relieve awarded vendor of its obligation to maintain said coverage in the types and amounts specified herein and awarded vendor shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from awarded vendor's failure to maintain said coverage.
- (g) **OTHER MISCELLANEOUS INSURANCE PROVISIONS.**
- (1) These insurance requirements shall not relieve or limit the liability of awarded vendor. City does not in any way represent that these types or amounts of insurance are sufficient or

adequate to protect awarded vendor’s interests or liabilities but are merely minimums. No insurance is provided by the City under any contract to cover awarded vendor.

- (2) No work shall be commenced under any contract until the required Certificate(s) of Insurance have been provided. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a “Claims Made” form is not acceptable without consultation with City of Ocala Risk Management.
- (3) Awarded vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the “City of Ocala” (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

2.5 RFP TIMELINE. The City will attempt to follow the following schedule in the selection of the successful Proposer. The timeframes set forth below are subject to change at any time in the City’s sole discretion.

Milestone	Date*
Deadline for Solicitation Clarification and Questions	May 28, 2024
Proposal Submission Deadline	May 30, 2024
Administrative Review of Proposals	TBD
Evaluation Committee Meeting	TBD
Shortlisted Firms- Interviews/Presentations	TBD, if necessary
City Council Approval Date	TBD

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

END OF SECTION

SECTION 3

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.

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

- (a) Sealed electronic Proposals will be received and opened by the City's Procurement and Contracting Department electronically via the City's e-procurement portal. All submitted responses shall be time and date stamped at the time the documents are uploaded and received.
- (b) Any Proposals received after the advertised deadline for submissions will not be considered. It is the sole responsibility of each Proposer to ensure Proposal is submitted via the e-procurement portal on or before the advertised deadline.
- (c) The ProRFx timestamp shall be conclusive proof of the timeliness of submission.
- (d) By submitting a response, the Proposer certifies that neither Proposer nor any principal of Proposer is presently disbarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency (local, state, or federal).
- (e) No Proposer shall be permitted to submit multiple solicitation responses. Only one (1) submission per firm, corporation, or individual bidder shall be accepted (as corroborated by maintaining distinct financial books, corporate tax filings, and EINs).
- (f) Pricing must be added to the Price Proposal.
- (g) Proposals failing to provide sufficient information and assurances of performance so as to permit the City to accurately assess each category of the required services will be deemed non-responsive and will not be given further consideration.
- (h) 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.

3.2. COVER PAGE, PAGE SIZE, AND FORMAT.

- (a) Proposals shall contain 8 ½" x 11" pages only with a minimum font size of 11 points. Proposals shall be no more than forty (40) pages, excluding the cover page, transmittal letter, and any required attachments, forms, licenses, certifications, sample reports, or resumes.
- (b) The cover page shall include the title of this Solicitation along with the Proposer's firm name, address, contact person, telephone number, and e-mail address.

3.3. ORGANIZATION OF PROPOSAL. Proposers shall organize submittals in the following format with tabs separating each section.

- (a) **TRANSMITTAL LETTER.** A transmittal letter must accompany the submittal and must be signed by an individual legally empowered to represent and bind the proposing firm. The transmittal letter must, at minimum, include the following information:
 - (1) Corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size.

- (2) Identify the individual that will be primarily responsible for overseeing the completion of this project on behalf of the firm and the names of the persons who will be authorized to make representations for the firm, their titles, addresses, and phone numbers.
 - (3) Include an affirmative statement that the firm has received, read and understands all procedures and criteria associated with the submittal requirements, and understands that all terms and conditions contained herein may be incorporated into a resulting contract.
 - (4) A short narrative describing the firm's understanding of the scope of work and a brief statement of why the firm believes itself to be the best qualified to perform the engagement.
- (b) **TAB 1 – FIRM PROFILE, QUALIFICATIONS, AND AVAILABILITY.** *The emphasis of this section shall be on the firm and key personnel that will be committed to the engagement, their qualifications, specific roles, and availability.*

(1) **Firm Profile.**

- (a) State the size of the firm, the location of the office from which work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.
- (b) If the Proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
- (c) Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with state regulatory bodies or professional organizations.

(2) **Partner, Supervisory, and Staff Qualifications and Experience.** The City expects for the individuals assigned by the firm to the engagement to remain unchanged through the termination of the contract. However, personnel may be changed if they leave the firm, are promoted, or are assigned to another office, or for other reasons with the express written permission of the City. In each case, the City retains the right to approve or reject replacements.

- (a) Provide an organizational chart depicting the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists (all referred to herein as "Key Personnel"), who would be assigned to the engagement.
- (b) For each of the key personnel identified, describe their respective role and responsibilities with respect to this engagement and provide a resume for each individual depicting:
 - 1. education and certifications;
 - 2. experience on similar engagement of this size and scope;
 - 3. relevant continuing professional education for the past three years;
 - 4. membership in professional organizations; and
 - 5. any other unique qualifications relevant to the performance of this audit.
- (c) Identify the percentage of time that each key personnel member will devote to the entire engagement and any other projects currently on-going or anticipated to be on-going during the period of engagement.

(3) **References and Firm Experience.**

- (a) For the firm's office that will be assigned responsibility for the engagement, provide a list of the office's engagements. Engagements should be for similar services provided over the last five years. Public agency references are preferred, for each engagement submitted as proof of experience, please identify:
 - 1. Entity for whom services were provided and location;
 - 2. Annual budget amount;
 - 3. Engagement start and end dates;
 - 4. Summary of work actually performed by firm;
 - 5. Reference information (point of contact name, title during project, telephone number, and e-mail address).
- (b) Firm may submit no more than three (3) Letters of Reference in addition to providing the information requested in this Section.

(c) **TAB 2 – APPROACH AND METHODOLOGY.**

- (1) **Approach.** Proposers will be required to describe the following information on their approach:
 - (a) the overall approach the firm will take in this engagement and the methodology to be followed to perform the services required by this Solicitation;
 - (b) the proposed segmentation of the engagement, to include time estimates for and identification of each significant segment of the work and the staff level to be assigned;
 - (c) a work plan to accomplish the scope of work as defined in this Solicitation, including information on the timing of field work, and any overview and start up work that would be required.
 - (d) the approach to be taken to gain an understanding of the City's internal control structure.
- (2) **Identification of Anticipated Potential Problems.** Proposers will be required to identify and describe any anticipated potential problems, the firm's approach to resolving these problems, and any special assistance that will be requested from City staff or its agents.
- (3) **Additional Services.** Proposers should identify key additional services that would be available to the City under the pricing and hourly rates set forth in the Price Proposal. The services include on this list need not be exhaustive but should emphasize those that resonate with the City's strategic objectives and provide added value.

(d) **TAB 3 – PRICE PROPOSAL.** Provide proposed annual fee to offer services outlined in Scope of Services to include all necessary labor, travel, etc
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3.4. EVALUATION PROCESS AND CRITERIA. The City desires to maximize the purchasing value of public funds. It is the intention of the City to award the contract to the most qualified, responsive, responsible firm, which may not necessarily be the lowest-price proposer. Best value evaluation determines the value of products and/or services acquired resulting in the best combinations of quality, service, time, safety, security, and cost considerations over the useful life of the product or service. The emphasis shall be qualifications and value over price.

3.5. SELECTION COMMITTEE. The Selection Committee for this Solicitation will be comprised of a minimum of three (3) members, from various and appropriate City departments.

- (a) **ADMINISTRATIVE REVIEW OF PROPOSALS.** Procurement and Contracting staff shall first review all Proposals in detail to make a determination as to the responsiveness of each Proposer:
- (1) A proposal will be deemed responsive where it complies with the requirements as set forth in this solicitation, including the submission of all required documentation in the format outlined by this Solicitation.
 - (2) If a proposal is found to be inadequate with regard to any of the requirements set forth in this solicitation, the City's Procurement and Contracting Officer, in his/her sole discretion, shall make a determination as to whether or not the deficiency can fairly be corrected or if the Proposal should be rejected and found to be non-responsive.
 - (3) If a proposer fails to meet and provide documentation in support of each of the Minimum Qualifications requirements set forth in this Solicitation, the Proposer's proposal will be rejected and removed from consideration.
 - (4) Only responsive proposals from responsible Proposers shall be submitted to the Auditor Selection Committee
- (b) **SELECTION COMMITTEE REVIEW AND EVALUATION CRITERIA.** Responsive and timely received proposals from responsible firms will be evaluated by the Selection Committee on a fair and consistent basis according to the evaluation criteria set forth below. If oral interviews and presentations are determined to be necessary, final scoring will be conducted after the interviews.
- (1) The Selection Committee shall review each proposal individually and score each proposal based on the evaluation criteria stated herein.
 - (2) During the formal Selection Committee meeting, Committee members will discuss the proposals and compile individual rankings for each proposal based on the evaluation criteria stated herein to determine a shortlist consisting of not less than three (3) of the highest-ranking firms. If fewer than three firms respond to the RFP or are otherwise found to be qualified, the Selection Committee members shall shortlist such firms as it deems to be most highly qualified. The Selection Committee meeting shall be formally noticed by e-notification and posting on the City of Ocala website.
 - (3) The Selection Committee may schedule oral presentations from the top-ranked firms, and may, at their discretion, obtain guidance from third-party subject matter experts. Dates will be set for conducting interviews or presentations with shortlisted firms, and notification will be sent by e-mail and/or telephone of their assigned date and time, by Procurement staff.
 - (4) Final recommendation will be decided based on a review of scores and a consensus of the Selection Committee.
 - (5) The City reserves the right to withdraw this Solicitation and reject any or all proposers at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- (6) **Evaluation Criteria.**

SELECTION COMMITTEE EVALUATION CRITERIA	SCORING (100 POINTS)
Qualifications, Experience, References, Staffing Plan, Summary of Litigation. A. Proposer Information: Name of the proposer, address, principals, telephone number, email address and taxpayer ID number. Include a brief history of the firm.	40

<p>B. <u>Qualifications and Experience:</u> Provide qualifications, resumes, and experience of the team for this project based on the elements of this RFP. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references and project descriptions. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.</p> <p>C. <u>References:</u> Submit a minimum of three (3) references. References should be from recent work performed similar to what is being proposed.</p> <p>D. <u>Staffing Plan:</u> Discuss Staffing Plan, workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Specify the names of the persons who will be authorized to give and support information, both in writing and oral presentation, for your company. Provide their titles, addresses and telephone numbers.</p> <p>E. <u>Summary of Litigation:</u> Provide a summary of any litigation, claim(s), or contract dispute(s) filed by, or against, the proposer and all principals in the past three (3) years directly related to services related to this RFP that the proposer has been involved in. If no litigation, provide a statement to this effect.</p>	
<p>Approach and Methodology; and Value-Added Services.</p> <p>A. <u>Approach and Methodology:</u> Convey a clear understanding of the nature of the work outlined in the Scope of Work, and your methodology to accomplish it. Describe your understanding of the services and detailed approach to performing the contracted work as indicated in the scope of services which would best serve the City of Ocala's needs. It must include a level of effort plan which shows the estimated hours associated with the required scope of services. This should include, but not be limited to, the following points:</p> <ol style="list-style-type: none"> 1) Describe how communications with the City and bill reports can be customized to achieve optimum understanding; identify points in the process when progress reports will be provided and key decision points for the City. 2) Include a chronology of the tasks/events within the framework of the legislative session. Indicate which tasks/events are on-going throughout the year. 3) Describe performance measures of lobbying services from an industry perspective. 4) Identify any tasks that proposer is expecting City to perform. <p>B. <u>Value-Added Services:</u> Explain in detail any value-added programs and/or services you are including in the proposal in addition to the Scope of Work which will be at no additional cost to the City. If the firm is not offering any value-added services please state in the proposal.</p>	40
<p>Price Proposal. <i>Provide proposed annual fee to offer services outlined in the Scope of Services, to include all necessary labor and travel.</i></p>	20
Total Maximum Points	100

- (c) **NEGOTIATION AND INTENT TO AWARD.** After the shortlisted firms have been ranked based upon evaluation criteria, the City will issue its Intent to Award and engage in negotiations for the development of a 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.

3.6. CONTRACT AWARD.

- a. City anticipates award to the firm who submits a Proposal judged by the Auditor Selection Committee to be the most advantageous to the City.
- b. Proposer understands that by submitting a response to a solicitation does not constitute an agreement or a contract with the City.
- c. In the event of a default by the awarded vendor, City reserves the right to utilize the next highest ranked Proposer meeting specifications as the new awarded Vendor. In the event of this occurrence, the next highest ranked Proposer meeting specifications shall be required to provide the goods or services at the prices as contained on their Proposal or bid for this specification.
- d. The contract that the City expects to award as a result of this Solicitation will be based upon the Solicitation documents, 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 to the advertised Solicitation.

3.7. 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.

3.8. 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.

3.9. 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.