



# Request for Proposal

**Title:** RFP# OFN/230765 Consulting Services for Fiber Network - Business Plan and Strategies

**Contact:** City of Ocala Procurement Department  
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## SECTION 1. GENERAL INFORMATION

- 1.1 The City of Ocala is issuing this solicitation for the Fiber Network department.
- 1.2 The City requests qualified companies submit proposals and qualifications for consideration in the selection for Consulting Services for Fiber Network - Business Plan and Strategies.
- 1.3 All terms and conditions of this request, any addenda, proposer's submissions, and future negotiated terms are incorporated into the contract by reference as set forth herein.
- 1.4 All dates and information contained herein may be extended, changed, or updated within the listing at [www.bidocala.com](http://www.bidocala.com). **Proposers are responsible for verifying all listing information before submitting a response to the solicitation.**
- 1.5 **ANTI-LOBBYING:** Any bidder/proposer violating anti-lobbying in Section 6 will have their proposal rejected and will not be considered further.
- 1.6 **ANTI-COLLUSION STATEMENT/PUBLIC DOMAIN:** Proposer shall not divulge, discuss, or compare this solicitation with any other proposer or collude with any other proposer in the preparation of this response in order to gain an unfair advantage in the award of this contract. By submitting a response, Proposer acknowledges all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.
- 1.7 **AMOUNTS DUE TO THE CITY.** Consultant must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

## SECTION 2. TIME SCHEDULE

- 2.1 The City will attempt to use the following time schedule which will result in the selection of a proposer.

Description	Date
Evaluation Committee Meeting	TBD
Shortlisted Firms- Interviews/Presentations	TBD, if necessary
City Council Approval Date	TBD

*NOTE: These dates are estimated dates only and are subject to change.*

- 2.2 The City will receive submittals until the time and date cited in our e-procurement system, ProRFx. Only submittals received electronically on [www.bidocala.com](http://www.bidocala.com) by the correct time and date will be recorded.

- 2.3 Proposer shall upload one (1) electronic submittal package through the listing on [www.bidocala.com](http://www.bidocala.com) for evaluation.

### SECTION 3. INSTRUCTIONS TO RESPONDING FIRMS

- 3.1 All proposals must be electronically submitted by or before **2:00 PM**, on the listing end date/bid close date at [www.bidocala.com](http://www.bidocala.com) under the appropriate listing.
- 3.2 Proposals may not be submitted by any other means other than as described in Section 3.1. The City will not accept proposals sent by U.S. Mail, private couriers, fax, or email.
- 3.3 Any proposals received after the stated time and date will not be considered.
- 3.4 Selection may be made directly from the solicitation. Some or all of the responding firms may be requested to provide written or oral technical proposals, or both, for the ranking process. After the ranking of the proposers, the contract will be negotiated in accordance with Florida Statutes and this solicitation.
- 3.5 The proposer is required to carefully examine the Scope of Services and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to a lack of knowledge of these conditions.
- 3.6 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the City.

### SECTION 4. AWARD

- 4.1 The City reserves the right to accept or reject any or all proposals.
- 4.2 The resulting contract will be for a term of one year.
- 4.3 The City reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any or all proposals.
- 4.4 The City will negotiate an agreement with the highest-ranked proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate with the next highest proposer (or subsequent proposers) until an agreement is reached.
- 4.5 The City reserves the right, prior to City Council approval, to cancel or terminate this solicitation, any negotiations, or the proposed agreement, without penalty.

### SECTION 5. INQUIRIES

- 5.1 Any and all questions must be submitted to the Procurement Department electronically via [www.bidocala.com](http://www.bidocala.com). Responses will be made electronically and posted online. It is the responsibility of the proposers to check for updates.
- 5.2 If necessary, an addendum will be posted on the [www.bidocala.com](http://www.bidocala.com) website.
- 5.3 It is our standard policy no addendum will be issued later than three (3) calendar days prior to the date for receipt of proposals, except an addendum withdrawing the solicitation or one which includes postponement of the date for receipt of proposals.
- 5.4 No verbal or written information which is obtained other than by information in this document or by addendum to this request will be binding on the City.

**SECTION 6. LOBBYING AND PROPOSER CONTACT**

- 6.1 PROPOSERS ARE HEREBY ADVISED THAT CONTACT IS NOT PERMITTED WITH ANY CITY PERSONNEL OR BOARD MEMBER RELATED TO OR INVOLVED WITH THIS REQUEST. PROPOSERS ARE RESTRICTED FROM DISCUSSING THEIR SUBMITTALS AND THIS SOLICITATION WITH COMPETING FIRMS UNDER THIS SOLICITATION. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE ASSIGNED PROCUREMENT PERSONNEL.
- 6.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A CITY COUNCIL MEMBER OR ANY CITY PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE CITY COUNCIL VOTE ON THE AWARD OF THIS CONTRACT. CONTACT WITH OTHER SUBMITTING PROPOSERS IS RESTRICTED AFTER ADVERTISEMENT AND PRIOR TO THE CITY COUNCIL VOTE ON THE AWARD OF THIS CONTRACT.
- 6.3 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF THE PROPOSER OR INTERACT WITH OTHER PROPOSERS AS DESCRIBED IN 6.1 AND 6.2 DURING THE TIME SPECIFIED WILL RESULT IN REJECTION/ DISQUALIFICATION OF THEIR PROPOSAL UNDER SAID SOLICITATION.

**SECTION 7. CITY OF OCALA PROTEST POLICY**

- 7.1 ANY PROPOSER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN THE CITY OF OCALA PROCUREMENT POLICY LOCATED AT <http://www.bidocala.com/vendor-resources/>. FAILURE TO POST BOND WITH THE CITY OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND CITY OF OCALA RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE CONTRACTING OFFICER FOR THE CITY.

**SECTION 8. PREPARATION AND SUBMISSION**

- 8.1 Well-rated submittals will demonstrate a good grasp of the City's needs and scope intent.
- 8.2 The Proposer's response shall be **no more than thirty (30) pages**, excluding front covers, a cover letter of up to two (2) pages, required statements and forms, qualification letters, resumes, and certificates.
- 8.3 Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services which fail to comply with the requirements and conditions of the solicitation will not be given further consideration.
- 8.4 At a minimum, the proposal shall include the following sections:
- A. ***Proposer Information and Contact:*** Name of the proposing firm, address, website, Project Manager, telephone, email address and taxpayer ID number and the date of the proposal.

**Executive Summary****10****B. Qualifications and Experience:**

1. Include an executive summary that demonstrates your understanding of the City's requirements and a summary of how you will deliver the services requested in the Scope of Work.

**Statement of Qualification****10****C. Qualifications and Experience:**

1. Provide details on your consulting and business valuation experience, specifically in the cable, internet, and telecommunications industry. Also, describe your experience working with public agencies and elected officials. Lastly, disclose any current litigation or regulatory investigations your company, officers, or principals have faced in the past three years.
2. Provide qualifications, resumes, and experience of the team for this project based on the elements of this solicitation.
3. Emphasize the specific qualifications and experience as it relates to the Scope of Work for the key team members including references and contract/project descriptions.
4. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.

**D. Staffing Plan:**

1. 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.
2. Specify the names of the persons who will be authorized to give and support information, both in writing and oral presentation, for your company.
3. Provide their titles, addresses, and telephone numbers.

**References****10****E. Customer References**

1. Submit a minimum of three (3) references from recent work performed similar to what is being proposed.

**Technical Proposal****50****F. Approach and Methodology:**

1. The technical proposal shall provide responses to every item listed in the Scope of Work and in its order. Responses shall clearly illustrate work plans, approaches, and/or methodologies to complete the tasks.

**Price****20****G. Total All-Inclusive Maximum Price:**

1. Provide a lump sum, not to exceed cost proposal for the basic services in the RFP and Consultant's proposal. Include optional services with pricing, as desired, based upon your professional recommendations and project understanding. For tasks that lack a definable work product, provide fully loaded hourly rates for responsible personnel. Include as necessary any breakdowns of professional services and reimbursable expenses.

**SECTION 9. PROPOSAL EVALUATION PROCESS**

- 9.1 The Selection Committee will be comprised of a minimum of three (3) members from various and appropriate City departments.
- 9.2 All proposals received by the submission deadline will be reviewed by the City of Ocala Procurement Department for responsiveness. Responsive proposals will be distributed to the Selection Committee members for review.
- 9.3 The committee members will independently evaluate and rank each proposal received in accordance with the evaluation criteria in Section 10.1 below. During the Selection Committee meeting, the committee members will review the solicitation and will submit their individual rankings of all proposals to the buyer

for compilation of the overall ranking to determine a shortlist consisting of not less than three firms. 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.

- 9.4 The Selection Committee may interview shortlisted proposers and require a formal presentation with the key people who will manage the work before the recommendation of award. Interviews and presentations shall be based upon the written proposal received.
- 9.5 The Selection Committee will assign ratings in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 10.1.
- 9.6 The Selection Committee shall negotiate further terms and conditions of an agreement, including the fee with the highest-ranked proposer. If the Selection Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with any of the proposers as a best-and-final offer and continue this process until an agreement is reached or the City decides to terminate this solicitation.
- 9.7 The City has the option to award or reject any or all proposers or contracts resulting from this solicitation.

## SECTION 10. EVALUATION CRITERIA

- 10.1 The Selection Committee shall rank all proposals received, by numerical rating, which meet the submittal requirements. The following factors will be considered in ranking the responsive proposals received:

EVALUATION CRITERIA	WEIGHT
<b>Executive Summary</b>	<b>10</b>
<b>Statement of Qualification</b>	<b>10</b>
<b>Customer Reference</b>	<b>10</b>
<b>Technical Proposal</b>	<b>50</b>
<b>Price Proposal</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

## SECTION 11. CONFLICT OF INTEREST

- 11.1 All firms must list all and any affiliations they have with other firms.
- 11.2 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All proposers must disclose with each proposal the name of any officer, director or agent who is also a public or City employee. Further, all Proposers must disclose the name of any public employee who owns directly or indirectly an interest of five percent (5%) or more in the proposer's firm or any of its branches. City of Ocala municipal employees, appointed persons, and elected officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to the requirements of City of Ocala Employee Handbook regulations, state law, and federal regulations and law, if applicable. Every employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the City of Ocala ("City") must complete an "Officer and Employee Disclosure Statement" and file the statement with the required procurement documents submitted to the respective procurement staff member. A statement must be submitted with every procurement response if the proposer has a disclosure to document. This statement is available at

<http://www.bidocala.com/wp-content/uploads/Officer-and-Employee-Disclosure-Statement-and-Intro.pdf>

## SECTION 12. CITY REQUIRED CLAUSES

- 12.1 **INDEMNIFICATION CLAUSE.** The Proposer shall indemnify and hold harmless the City of Ocala 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 therefrom and is caused in whole or in part by any negligent act or omission of the Proposer.
- 12.2 **MATERIALS.** All materials submitted in response to this solicitation shall become the property of the City.
- 12.3 **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.
- 12.4 **INDULGENCE.** Indulgence by the City on any non-compliance by the proposer does not constitute a waiver of any rights under this request.
- 12.5 **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.
- 12.6 **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.
- 12.7 **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.
- 12.8 **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.
- 12.9 **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.** The City encourages DBE firms to compete for Department professional services projects and also encourages non-DBE Proposers to use DBE firms as sub-contractors. The use of DBE sub-contractors is not mandatory, and no preference points will be given in the selection process for DBE participation.



12.10 **SUBCONTRACTS.** Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-contractor and the City.

- A. The proposer will be fully responsible to the City for the acts and omissions of the sub-contractor and their employees.
- B. After award of the contract, any changes in sub-consultants requires prior City written approval.

12.11 **AGREEMENT.** A contract will be drafted, after award, for any work to be performed as a result of this solicitation. This solicitation, the submitted proposal, all attachments, and any addendum released, agreement if applicable, and the corresponding contract will constitute the complete agreement between the proposer and the City. Should there be any conflict between the terms of this solicitation, the submitted proposal, and the terms of the agreement (Contract), the terms of the Contract shall be final and binding. The solicitation shall control where in conflict with the submitted proposal.

12.12 **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.

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.

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.

**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.**

### **SECTION 13. EXHIBITS**

Exhibit A - Scope of Work