



Request for Proposal

Issue Date: November 2023

Title: **RFP# REC/240074 Fourth of July Drone Show Event**

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

- 1.1 The City of Ocala, Florida ("City"), seeks proposals from qualified firms for drone show services for a Fourth of July event to be held on July 4, 2024. It is expected for the celebration event to be held in the vicinity of downtown Ocala, FL.
- 1.2 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.
- 1.3 All dates and information contained herein may be extended, changed, or updated within the listing at www.bidocala.com. **Proposers are responsible for verifying all listing information before submitting a response to the solicitation.**
- 1.4 **ANTI-LOBBYING:** Any bidder/proposer violating anti-lobbying in Section 6 will have their proposal rejected and will not be considered further.
- 1.5 **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.

SECTION 2. TIME SCHEDULE

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

Description	Date
Mandatory Pre-Proposal Meeting and Site Visit	November 30, 2023
All written questions and inquiries are due by 5:00 PM EST	December 7 2023
Proposals due by or before 2:00 PM EST	December 13, 2023
Evaluation Committee Meeting	TBD
Shortlisted Firms- Interviews/Presentations	TBD, if necessary
City Council Approval Date	TBD

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

- 2.2 The City will receive submittals until the time and date cited in Section 2.1. Only submittals received electronically on www.bidocala.com by the correct time and date will be recorded. Proposer shall upload one (1) electronic submittal package on www.bidocala.com for evaluation.

SECTION 3. INSTRUCTIONS TO RESPONDING FIRMS

- 3.1 All proposals must be electronically submitted by or before **December 13, 2023, 2:00 PM**, on the listing end date/bid close date at 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 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 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 an initial term of one year with an optional, one-year renewal.
- 4.3 The City reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a 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. 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 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 solicitations 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 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 SOLICITATIONS.

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 twenty (20) 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 this 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. Include a brief history of the firm.
- B. **Qualifications and Experience:**
1. Provide qualifications, resumes, and experience of the team for this project based on the elements of this solicitation. 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.
 2. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.
- C. **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.
- D. **References:** Submit a minimum of three (3) references from recent work performed similar to what is being proposed.
- E. **Approach and Methodology:** Convey a clear understanding of the nature of the work outlined in Exhibit A - Scope of Work and your methodology to accomplish it. Attach a detailed written break down of the proposed show content listing the Opening, the Body and the Finale. Proposed show shall consider the following:
- Size and number of drones
 - Color/color variation
 - Grand opening
 - Body
 - Finale
 - Length of display
- F. **Project Schedule:** Include your proposed project schedule, identifying any critical paths, to accomplish the Scope of Work. Discuss the Team's approach for completing the services required for this project within budget and schedule.
- G. **Price Proposal:** Provide a detailed price proposal based on the Scope of Work. include separate pricing for shows with 200 and 300 drones including corresponding time duration for each show. Separate pricing must be submitted for years 2024, 2025, and 2026, and if there is a cost savings for booking multiple years please indicate as such. Proposal should include an animated show for each year, approximately 10-15 minutes in length.
- H. **Additional Relevant Information:** Include any other information your firm believes to be relevant.

SECTION 9. PROPOSAL EVALUATION PROCESS

- 9.1 The Selection Committee will be comprised of, at a minimum, 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. Proposals will be distributed to the Selection Committee members for review.
- 9.3 The committee members will independently score and rank each responsive proposal received in accordance with the evaluation criteria in Section 10.1 below.
 - a. During the Selection Committee meeting, the committee members will discuss proposals and will submit their individual rankings of all proposals to the Buyer for compilation.
 - b. Proposers may be shortlisted (shortlists consist of not less than three firms) or selected directly after scoring.
 - c. 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 administer and be assigned to work on the project before recommendation of award and of the negotiated agreement. Examples of work shall be submitted for review by the committee, and an advance outline of the oral presentation is requested for better consideration of each firm. Interviews and presentations shall be based upon the written proposal received.
- 9.5 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 the next highest ranked proposer and continue this process until an agreement is reached or the City decides to terminate this solicitation.
- 9.6 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
Qualifications and Experience; Staffing Plan; References	30%
Approach and Methodology; Project Schedule	30%
Price Proposal	40%
TOTAL	100%

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 there from and is caused in whole or in part by any negligent act or omission of the Proposer.
- 12.2 **MATERIALS.** All materials submitted as 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 **STANDARD OF CARE.** Proposer shall render the services consistent with the standard of care, skill, and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project, and at the time the services are to be performed. Proposer's standard of care shall not be altered by the application, interpretation, or construction of any other provision of the Agreement.
- 12.6 **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 on this transaction by any Federal Department or Agency.
- 12.7 **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, subconsultant, 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.
- 12.8 **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 subconsultants 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 subconsultant during the contract term.
- 12.9 **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.
- 12.10 **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. Use of DBE sub-contractors is not mandatory and no preference points will be given in the selection process for DBE participation.

12.11 **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 contract, any changes in sub-consultants requires prior City written approval.

12.12 **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, and the corresponding contract will constitute the complete agreement between 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.

SECTION 13. EXHIBITS

Exhibit A – Scope of Work