

**REQUEST FOR PROPOSALS
FOR THE CITY OF FORT WALTON BEACH**

**RFP #18-018 PROPERTY MANAGEMENT SERVICES for
GULFVIEW HOTEL
(115 Miracle Strip Parkway SE, Fort Walton Beach, Florida)**



Issued By:

**Purchasing Division
City of Fort Walton Beach, Florida
105 Miracle Strip Pkwy, SW
Fort Walton Beach, Florida 32548
(850) 833-9523
Fax (850) 833-9643
Website: <http://www.fwb.org>**

**Date of Issue: July 16, 2018
Bid Opening: August 23, 2018 2:30PM local time**

City of Fort Walton Beach, Purchasing Division
 105 Miracle Strip Pkwy, SW
 Fort Walton Beach, Florida, 32548
 850-833-9523



REQUEST FOR PROPOSAL	
RFP 18-018 – PROPERTY MANAGEMENT SERVICES - GULFVIEW HOTEL, FWB	
Posting Date	July 16, 2018
Purchasing Contact	Giuliana Scott, CPPB, Purchasing Agent 850-833-9523 / gscott@fwb.org
Opening Date & Time	August 23, 2018 2:30 PM, CST
Bid Opening Location	City Hall Annex Bldg, Purchasing Div. 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL 32548
<u>Submission Information:</u> Proposals must be sealed and reference the RFP Number, Title, & Opening Date & Time on the outside envelope.	<u>Mail to:</u> Purchasing Division 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL, 32548

The City of Fort Walton Beach, Florida solicits your proposals on the above referenced services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below. ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN THE DISQUALIFICATION OF THE RESPONDENTS SUBMITTAL.

Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer.

PURCHASING CONTACT FOR THIS PROPOSAL:

Giuliana Scott, Purchasing Agent, CPPB
 Phone: 850-833-9523
 Fax: 850-833-9643
 Email: gscott@fwb.org

TABLE OF CONTENTS

PROPOSAL COVER PAGE 1

PROPOSAL REQUEST 2

TABLE OF CONTENTS 3

SECTION 1: INTENT & SCOPE OF SERVICES 4

 Background 4

 Proposal Content 5

SECTION 2: GENERAL TERMS & CONDITIONS 6 - 10

 Insurance 7 - 8

 Local Merchant Preference 9

 Minority-Owned; Woman-owned; Veteran-owned business Preference 9

 Public Records 9 - 10

SECTION 3: SPECIAL CONDITIONS & CONTRACT TERMS 10 - 14

 Submission Requirements 11

 Questions & Sole Point of Contact 11

 Proposal Envelope Label 12

 Addenda (Changes to the bid documents) 12-13

 Performance Schedule 14

SECTION 4: EVALUATION OF PROPOSALS 14 - 16

 Process and Meeting date 14

 Evaluation Criteria & Scoring 14 - 15

 Questions regarding RFP 15 - 16

SECTION 5: FORMS 17 - 24

NOTICE TO PROPOSERS 25

EXHIBIT A: SITE MAP 26

EXHIBIT B: BUILDING FLOORPLAN 26

EXHIBIT C: SAMPLE AGREEMENT 26

1.0 INTENT & SCOPE OF SERVICES: The City of Fort Walton Beach is seeking proposals from qualified bidders to partner with the City in managing and operating the newly relocated historic Gulfview Hotel building, prominently situated in Downtown Fort Walton Beach.



(Building prior to move - 2017)

1.1 BACKGROUND: The Gulfview Hotel was relocated from its original location on April 17, 2018 to its new location at 115 Miracle Strip Parkway SE in downtown Fort Walton Beach, next to the existing Harris Insurance building. The former hotel, previously listed on the National Register of Historic Places, is a two-story 5,500 s.f. building with a wide veranda. See Exhibit B for floorplan.

- 1.1.1 The City is looking for proposals from property management firms to assist the City in operating and managing the various uses of the facility once renovations are completed, which are anticipated within four to six months. The property management firm will assist the City in determining the lease rates for the various spaces in the facility while also determining the best uses for the facility.
- 1.1.2 Because of the community aspect of this project, the following organizations shall be given first opportunity to lease space on the first floor of the building:
- Emerald Coast Convention Center & Visitors' Bureau Welcome Center
 - Greater FWB Chamber of Commerce Retail Space
 - William Augustus Bowles Museum Exhibits
- 1.1.3 There are also letters of commitment from potential tenants to utilize the office space on the second floor. Once the lease rates are determined for the space, the City and property management firm will contact the interested tenants to determine if they would like to lease the space.

- 1.1.4 The property management agreement between the City and the firm shall be a typical agreement where the firm will assume operation of the facility, collect lease fees, assess maintenance and repair needs, etc. with payment being a percentage of the overall monthly lease fees.



1.2 PROPOSAL CONTENT: Prospective bidders shall submit their plan of action for the historic Gulfview Hotel to include, at a minimum, the following items:



- 1.2.1 Property management proposal:
- Services provided,
 - Proposed property management fee,
 - Length of management contract,
 - Performance measures and milestones,
 - Projected revenues and expenses,
 - Sample lease agreements and required forms
- 1.2.2 Proposed vision for the use of the Gulfview Hotel building: types of uses, projected lease fees and terms, etc.

2.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

2.1 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud at City Hall Annex Building, Office of Purchasing Division, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within THIRTY (30) days after the proposal opening or when an award decision is made, whichever is earlier.

2.2 AMERICANS WITH DISABILITIES ACT: The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a **physically** handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.

2.3 CONTRACT REQUIRED: The City and the successful proposer shall enter into a Contract for Services. See Exhibit “C” for required terms & sample contract)

2.4 PROPOSER’S CERTIFICATION FORM: Each proposer shall complete the “Proposer’s Certification” form included with this request for proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the Proposer’s Certification form is not submitted with the proposal.

2.5 PUBLIC ENTITY CRIMES: A person or affiliate, as defined in Chapter 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Winning Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Chapter 287.01 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

2.6 DRUG FREE WORKPLACE CERTIFICATION: By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with Chapter 287.087 of the Florida Statutes.

2.7 REVENUE REMITTANCE:

2.7.1 Proper Statement: For purposes of accounting and payment procedures, a proper statement by the vendor shall include at least the following information:

2.7.1.1 Description, including quantity, of the goods or services sold at City events, reasonably sufficient to identify the goods or svcs.

2.7.1.2 Amounts generated, applicable sales tax, and the net payment.

- 2.7.1.3 Full name of the vendor, Winning Proposer or other party who has supplied the goods and/or services including a mailing address in case of a dispute, and a telephone number.
 - 2.7.1.4 The contract number as supplied by the City.
 - 2.7.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided.
- 2.7.2 Delivery Of Invoice: All statements, to be considered a proper monthly statement, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
- 2.7.3 Statement Dispute Procedure: If there is a dispute between the City and Winning Proposer regarding a statement, the City or Winning Proposer may initiate this dispute procedure. Either party can initiate the dispute procedure, by providing the other party, in writing, notice of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the Winning Proposer and the responsible City office, division, or department. The proceeding to resolve the dispute shall be commenced no later than 45 days after the date on which the payment was due to the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.
- 2.8 **CONFLICTS:** The proposer acknowledges and warrants that no one was paid, or has agreed to pay, a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.
- 2.9 **INSURANCE & PERFORMANCE BONDS:** Insurance coverage will be required by the Contract. Such insurance or bond shall be in effect for the term of the contract. Should a Winning Proposer fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.
- 2.10 **INSURANCE:** Proposers must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract.
- 2.10.1 Workers Compensation (or provide State of Florida WC Exempt Certificate)
 - 2.10.1.1 Coverage A: in conformity with Florida Statutes
 - 2.10.1.2 Coverage B: \$500,000/\$500,000/\$500,000

2.10.2 Commercial General Liability Each occurrence for:

2.10.2.1	Bodily Injury/ Property Damage:	\$1,000,000
2.10.2.2	Personal and Advertising Injury:	\$1,000,000
2.10.2.3	Products/Completed Operations Aggregate:	\$2,000,000
2.10.2.4	General Aggregate:	\$2,000,000
2.10.2.5	Fire Damage:	\$100,000
2.10.2.6	Medical Payments:	\$10,000
2.10.2.7	Contractual Liability where applicable	

2.10.3 Business Automobile Liability: Combined single limit for bodily injury and/or property damage \$1,000,000. This coverage shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "1" (Any Auto) or the equivalent shall be used to designate which autos are insured.

2.10.3.1 Combined Auto Single Limit (BI/PD): \$1,000,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days' notice.

2.10.4 Umbrella \$2,000,000 each occurrence / \$2,000,000 aggregate
\$2,000,000 Products/Completed Operations aggregate.

2.10.5 Policy Provisions – All coverages above shall include the following provisions:

2.10.5.1 The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, and Umbrella Policies using an ISO Additional Insured Endorsement form CG2012 or its equivalent.

2.10.5.2 Coverage shall apply as Primary and non-contributory.

2.10.5.3 Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.

2.10.5.4 The policy shall not be cancelled unless the City is given at least thirty (30) days advance notice. Notice will be delivered in accordance to Policy Provisions.

2.10.5.5 Contractual liability and any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

2.11 LOCAL MERCHANT PREFERENCE: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.

2.11.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.

2.11.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant, as defined in Section 2.18 of the City’s Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

2.11.2 Exception to this Local Merchant Preference policy shall apply to:

2.11.2.1 Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City’s Purchasing Policies and Procedures.

2.11.2.2 Purchases funded in whole or part by a governmental agency (grant purchases).

2.12.3 The City Council may waive application of the local merchant preference.

2.12 MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED / VETERAN-OWNED BUSINESS ENTERPRISE: Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of one of the categories listed here, as defined in Section 2.20 of the City’s Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

2.13 PUBLIC RECORDS

IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509 clerk@fwb.org**

2.32.1 Winning Proposer shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City’s custodian of public records, Winning Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs

provided for in Chapter 119, Florida Statutes or as otherwise provided by law.

- 2.32.2 Winning Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Winning Proposer does not transfer the records to the City.
- 2.32.3 Upon completion of the contract, Winning Proposer shall transfer, at no cost, to the City all public records in possession of the Winning Proposer or keep and maintain public records required by the City to perform the service. If Winning Proposer transfers all public records to the City upon completion of the contract, Winning Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Winning Proposer keeps and maintains public records upon completion of the contract, Winning Proposer shall meet all applicable requirements for retaining public records.
- 2.32.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 2.32.5 Failure of Winning Proposer to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 2.32.6 If Winning Proposer fails to provide the public records to the City within a reasonable time Winning Proposer may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Winning Proposer has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

This Area left intentionally blank.

3.0 SPECIAL CONDITIONS FOR PROPOSALS AND CONTRACT

3.1 SUBMISSION REQUIREMENTS:



3.1.1 The City asks that proposals submitted include the following items:

- Bidder's background, property management experience & number of years in property management, and reason for submitting a proposal.
- Vision and intent of type of businesses or organizations that would occupy the building, and how that vision ties into the City's overall Downtown Master Plan.
- Typical property management agreement template along with proposed property management fee.
- Typical lease agreement for tenants.

3.1.2 Submit all forms included within this bid document.

3.1.3 Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP, **and should not exceed 10 pages in length** (not including templates for property management; lease agreements and required forms).



3.1.4 **Submit one (1) original (marked original on the cover) and five (5) complete, individually bound, identical copies of the Statement of Qualifications, along with one (1) electronic copy.**



3.1.5 **POINT OF CONTACT - PURCHASING AGENT CONTACT INFO: All Respondents shall direct communications and inquiries to:**



Giuliana Scott, CPPB, Purchasing Agent
 City of Fort Walton Beach
 105 Miracle Strip Pkwy. SW
 Fort Walton Beach, FL 32548
 Phone: (850) 833-9523
 Fax: (850) 833-9643
 Email: gscott@fwb.org

3.2 RESPONSES:

3.2.1 **Contact Restrictions for Proposers:** All questions or requests for additional information regarding this proposal **MUST** be directed to the designated Purchasing Agent indicated below. Prospective Proposers shall not contact any member of the City Manager's Office or other City employees regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City's Website at www.fwb.org/purchasing. Any such contact shall be cause for rejection of your proposal.



**Deliver to: Purchasing Agent – City Hall Annex Building
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED ITB#: 18-018

ITB TITLE: Property Management Services

DUE DATE/TIME: 08/23/2018 2:30 PM – Central Time

3.3 **REQUESTS FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the City of Fort Walton Beach may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

3.4 **ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:** The City reserves the right to request at any time before award that the proposer modify his proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

3.5 **INCURRED EXPENSES:** The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP.

3.6 **INTERVIEWS:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. A formal oral presentation may be required of each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit or otherwise demonstrate the information contained therein. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

3.7 **PROPOSALS BINDING:** All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.

3.8 **ALTERNATE PROPOSALS:** An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.

3.9 **ADDENDA AND AMENDMENTS TO REQUEST FOR PROPOSAL:** If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on the Florida Proposal System website at www.BidNetDirect.com and/or on the City's website at

www.FWB.org/Purchasing. It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.

3.10 PROPRIETARY INFORMATION: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFPs and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall **identify specifically in writing** any such information contained in their proposals and cite specifically the applicable exempting law.

3.11 PROPERTY OF THE CITY: All proposals received from proposers in response to this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

3.12 CONTRACT AWARD: The Proposer's proposal must be complete to be considered for award.

3.12.1 The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.

3.12.2 The City of Fort Walton Beach reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.

3.12.3 It is the City's intent to make an award within ninety (90) business days of the proposal due date.

3.12.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract.

3.12.5 EXECUTION OF AGREEMENT - Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required licenses, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.13 **VENDOR PROTESTS:** Proposers or Respondents who do not agree with the City Council’s recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days of City Council’s award.

3.14 **NEGOTIATIONS**

3.13.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer’s best terms from a cost or price and technical standpoint.

3.13.2 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

3.15 **PERFORMANCE SCHEDULE:** The Proposer shall commence performance within ten (10) days of receipt of Notice to Proceed.

4.0 EVALUATION OF PROPOSALS:

It is intended that one firm shall be selected to perform professional services on behalf of the City of Fort Walton Beach. The City of Fort Walton Beach’s representatives will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received. The City of Fort Walton Beach, through its representatives, will negotiate with the highest ranked prospective firm. The firm retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.

4.1 Evaluation Committee – An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. After review of all proposals (and interviews if required) the selection committee will score each proposal based on the assigned evaluation criteria.

4.2 Evaluation Committee Meeting - The Selection Committee will meet at 10:00 a.m. September 11, 2018 in the City Hall Annex Building - Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.

4.3 Rating System - The Selection Committee will rate all proposals utilizing the Weighted Rating System (see Section 4.6). The sum of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

4.4 Presentation/Interview: At the option of the City, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. Each proposer will be notified at least three (3) days in advance of the presentation if a presentation is necessary.

4.5 Short List: If needed, after review of all proposals and rating by the evaluation committee, the committee will rank, in order of preference, a short list of three (3) top proposers. The top ranked proposer with the highest Total Weighted Score will be recommended for award to the City Council. The City Council will accept the recommendation to award to the highest ranked firm, or to reject all proposals.

4.6 EVALUATION CRITERIA SCORING:



	EVALUATION CRITERIA	WEIGHT	(0 – 5) SCORE*	WEIGHTED SCORE
1	Scope of Services	30%		
2	Past Experience (References)	10%		
3	Types of uses proposed for building; vision	25%		
4	Property Management Fee	10%		
5	Timelines; milestones	15%		
6	State Certified MBE/WOB/SDVOB/VOB (Rated 0 or 5 points)	5%		
7	Local Merchant Preference (Rated 0 or 5 points)	5%		
	TOTAL:	100%		

* Ratings:

- 0 - Not responsive; Included no information on the subject criteria
- 1 - Poor
- 2 - Fair
- 3 - Average,
- 4 - Good
- 5 - Excellent/Superior

4.6.1 REQUESTS FOR ADDITIONAL INFORMATION: During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

4.7 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS PROHIBITION OF COMMUNICATION

4.7.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Agent during the submission process, except as provided below.

4.7.2 Point Of Contact - The Purchasing Agent, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.

4.7.3 Discussion Of Proposals – The Purchasing Agent, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after

submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.



4.7.4 Questions - Proposer shall address any questions regarding the proposal process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) days of the date set for receipt of proposals may not be answered or given any consideration. The Purchasing Agent shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Agent will convey that addendum to all proposers no later than five (5) days prior to the date set for receipt of proposals.

4.7.5 Additionally, the city prohibits communications initiated by a proposer to the City official or employee evaluating or considering the proposals prior to the time an award decision has been made. If a proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

4.8 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA** - All proposers must contact the Purchasing Agent prior to submitting a proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the proposal.

4.9 **LATE PROPOSALS** – Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.

4.10 **COMPLETENESS** – All information required by the Request for Proposals must be supplied to constitute a legitimate proposal.

This Area left intentionally blank.

SECTION 5 - STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

1. FEE PRICING FORM
2. PROPOSER'S CERTIFICATION
3. ADDENDUM PAGE
4. REFERENCES
5. DRUG FREE WORKPLACE
6. PUBLIC ENTITY CRIMES FORM

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

This area left blank intentionally.

SECTION 5.1 – PRICING SHEET –

Include with proposal- PRICING SHEET for RFP 18-018: PROPERTY MANAGEMENT SERVICES /Gulfview Hotel - for the City of Fort Walton Beach

Proposer Name:		
1. PROPOSED FEE: PERCENTAGE OF GROSS MONTHLY REVENUES	%	Percentage
2. PROPOSED FEE: ANNUAL RENTAL FEE	\$	Annual fee
3. NUMBER OF YEARS IN BUSINESS		YEARS
4. Legal Name of Entity tied to FEIN		
Federal Tax ID number:		
Owner/CEO Name(s):		
APPROXIMATE STARTING DATE will be:	If your company is awarded the contract, can you be ready to begin by:	
<p><u>NOTE 1:</u> All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to RFP.</p>		

5.2 PROPOSER’S CERTIFICATION – RFP 18-018

I have carefully examined the Request for Proposal, Instructions to Proposers, General and Special Conditions, Scope of Work, Attachments, Exhibits, proposed agreement and any other documents accompanying or made a part of this Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/Winning Proposer as its act and deed and that the vendor/Winning Proposer is ready, willing and able to perform if awarded the proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____
SIGNATURE (ORIGINAL – blue or black ink)

NAME & TITLE (type or print)

EMAIL ADDRESS (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

Acknowledged & subscribed before me on the _____ day of _____, 2018,
by _____, as the _____ of
[business] _____

Signature of Notary
Notary Public, State of _____

Personally Known _____ -OR- Produced Identification of: _____

5.3

ADDENDUM PAGE RFP #18-018

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE OF WORK IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

5.4 REFERENCES RFP 18-018

Bidder shall submit as a part of the bid package, four (4) Customer references with name of the customer, address, contact person, and telephone number.

REGARDING PROPOSER: _____

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email

5.5 DRUG-FREE WORKPLACE FORM RFP 18-018

The undersigned vendor, on _____, 2018, in accordance with Section 287.087, Florida Statutes, certifies that [company] _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED

5.6 PUBLIC ENTITY CRIME FORM – RFP 18-018

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # _____

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2018, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires

CITY OF FORT WALTON BEACH, FLORIDA

NOTICE TO PROPOSERS**BID NUMBER: RFP# 18-018****Date: July 16, 2018**

The City of Fort Walton Beach will accept sealed proposals at City Hall until August 23, 2018, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Building, Purchasing Division Office, 105 Miracle Strip Parkway SW, FL 32548 for the following:

RFP #18-018 – PROPERTY MANAGEMENT SERVICES

Copies of Proposal Provisions and Forms may be found at the Florida Bid System website at www.BidNetDirect.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org/Purchasing.

Additional technical information relative to this proposal may be obtained from Giuliana Scott, Purchasing Agent, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFP 18-018 – PROPERTY MANAGEMENT SERVICES**

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have his bid considered.

Address responses and deliver to:

Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.

**ITB 18-018
PROPERTY MANAGEMENT SERVICES**

Exhibit A

SITE MAP

See document posted as Exhibit A on www.fwb.org or at
www.BidNetDirect.com.

Exhibit B

BUILDING FLOOR PLAN

See document posted as Exhibit A on www.fwb.org or at
www.BidNetDirect.com.

Exhibit C

SAMPLE AGREEMENT

See document posted as Exhibit A on www.fwb.org or at
www.BidNetDirect.com.