

**CITY OF FORT WALTON BEACH  
REQUEST FOR QUALIFICATIONS  
RFQ #21-019**

**Pre-Qualification and Selection for Transportation Consulting Services**



Issued By:

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

Date of Issue: September 21, 2021

Responses Due: October 19, 2021 2:30 PM Local Time

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**1.0 INTRODUCTION**

1.1 The City of Fort Walton Beach is requesting a Statement of Qualifications (SOQ) from prospective consulting firms to identify and pre-qualify professional consulting firms to provide transportation-specific consulting services on an as-needed basis to the City of Fort Walton Beach. Qualified firms shall be called upon to provide consulting services as needed in cases where the City’s staff is unable to meet the needs of a specific project.

1.2 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](mailto:clerk@fwb.org) to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details: [https://www.fcc.gov/sites/default/files/telecommunications\\_relay\\_service.pdf](https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf).

1.3 The information in this Request for Qualifications outlines the scope of work, guidelines for proposal preparation, selection procedure, and contract requirements for firms interested in providing services. This RFQ has been prepared and will be administered in accordance with Section 287.055, Florida Statutes, Consultants’ Competitive Negotiations Act.

**1.4 STATEMENT OF QUALIFICATIONS SUBMISSION DEADLINE: October 19, 2021 – 2:30PM local time**

1.5 RFQ SCHEDULE: The following identifies the RFQ process schedule:

<b>RFQ PROCESS</b>	<b>DATE</b>
RFQ Solicitation Issued	September 21, 2021
Proposals Due	October 19, 2021
Evaluation Committee Meeting (tentative date)	November 2, 2021
City Council Award – (tentative date)	November 16, 2021

1.6 TERM OF AGREEMENT:

1.6.1 Performance period shall begin the week following City Council approval, through September 30, 2022 with a renewal option of up to two (2) successive one-year terms, at the mutual agreement of both parties, for a maximum possible contract term of three (3) years. Final term expires September 30, 2024.

1.6.2 Services shall commence upon conveyance of a fully executed agreement between the City of Fort Walton Beach and the successful responder. It is anticipated that multiple firms may be awarded a basic agreement to provide the necessary services. (SEE SECTION 8.2)

- 1.6.3 Authorization of performance of services by the selected firms(s) under the basic agreements shall be in the form of specific written task assignments signed by the firm, and executed and issued by the City.
- Each project shall be negotiated at the time of the development of the scope of work.
  - Each task assignment shall describe the services required, state the commencement and completion date of, and establish the amount and method of payment.
  - The task assignment will be issued under and incorporate the terms of the basic agreement.
- 1.6.4 The City makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the basic agreement.
- 1.6.5 The basic agreement does not authorize the performance of any work or require the City to place orders of work. Expiration of the term of the basic agreement will have no effect upon task assignments issued pursuant to the basic agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

## **2.0 SCOPE OF SERVICES**

- 2.1 The City is seeking qualifications for specific firms for transportation services under this RFQ.
- 2.1.1. It is anticipated that the City will enter into contracts with not less than one (1) firm for the scope of services as described herein; and that each year, the awarded firm will be retained on annual basis, at the mutual agreement of the City and vendor. Work will be assigned on as-needed basis.
- 2.2 Prospective Firms: It is the City's intent that the prospective firms provide a full complement of transportation related consulting services. This including but not limited to:
- 2.2.1 Traffic Impact Analysis services
  - 2.2.2 Origin and Destination analysis
  - 2.2.3 Neighborhood Traffic Calming
  - 2.2.4 Experience with FDOT permitting of new corridors
  - 2.2.5 Review of Municipalities Existing Traffic Concurrency
  - 2.2.6 Mobility Plans and Connectivity
- 2.3 The items listed above are minimum requirements. The contract may include other work tasks, evaluations, etc. that may assist in the completion of City projects during the next three years.

- 2.4 Principal firms must be certified to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes
- 2.5 PROJECT LIST (TENTATIVE – NOT ALL INCLUSIVE): It is anticipated that in the upcoming five years, the City may have need of consulting services for the types of projects listed below, but is not limited to:
- Neighborhood Traffic Study's (Annually)
  - Lewis Turner/SR189 Area Traffic Analysis
  - City Traffic Concurrency Review
  - Signal Warrant Analysis
  - Citywide Connectivity
  - Traffic Safety Enhancements Citywide

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### **3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:**

Only those firms or individuals submitting letters of interest and statements of qualifications which meet the requirements herein specified will be considered regardless of past contracts with the City of Fort Walton Beach.

3.1 **ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of this Request for Qualifications and **should not exceed 25 pages in length**. The page count criteria are listed in Section 3.2 of this RFQ.

3.2 **FORMAT: To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below** (See Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 25 pages in length (two-sided pages shall count as two pages). The page count shall not include required forms listed in Section 10 of this RFQ, section dividers, or Items 3.2.1 through 3.2.3 of this section:

- 3.2.1 **TITLE PAGE:** Proposer should identify the RFQ subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission.
- 3.2.2 **COVER LETTER:** The Cover letter should not be more than two (2) pages long and should include, at a minimum, the following:
- A brief statement of the Proposer's understanding of the required services.
  - A positive commitment to perform the services on a consistent and timely basis.
  - Names and contact information for the person(s) authorized to represent the Proposer.
- 3.2.3 **TABLE OF CONTENTS:** The table of contents should include a clear and complete identification by section and page number of the materials submitted.
- 3.2.4 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services. At a minimum, the Executive Summary should contain the following information:
- Name and corporate headquarters address of Proposer;
  - Name and location of regional/local office which will be the City's designated primary office.
  - Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
  - The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the City.

- 3.2.5 STATEMENT OF UNDERSTANDING: Proposers must submit a brief narrative outlining the firm’s understanding of the City’s goals and types of projects that may be encountered within the context of the proposed scope of work included in this RFQ. Proposers should be detailed on their level of experience in similar work and the knowledge it has provided them.
- 3.2.6 SIMILAR PROJECT EXPERIENCE. Provide examples demonstrating experience for the type of work requested. Each Proposer shall provide proof of experience in providing general consulting services for City and County governments within the State of Florida under the Consultants’ Competitive Negotiations Act.
- 3.2.7 WORK PLAN & AVAILABILITY OF RESOURCES. Proposers must submit an outline of the firm’s approach in the planning, design, permitting, and other key elements of a typical project.
- 3.2.7.1 This item shall also include information concerning the Proposer’s current and future workloads and resource allocations and the effect of the workloads and resource allocations on the ability to meet the requirements of this contract. Provide total number of staff available within 100 miles of City. Provide total number of staff available within Firm.
- 3.2.8 TEAM MEMBERS. Identify the Team members and provide resumes (limited to one page per employee) of the individuals who will perform the required tasks. All discipline leads shall be licensed in the State of Florida. The resumes shall include the professional credentials and experience of the firm’s key members who would complete the required tasks. Identify the proposed Project Manager who the City will have primary contact for all work associated with this RFQ.
- 3.2.8.1 For each member of the team, provide their:
- Title
  - Area of Specialty
  - Office Location assigned for previous two years. If recently reassigned, provide explanation and timing.
  - Total years of experience
  - Years with firm
  - Specific involvement/role in projects used as references or experience summary.
- 3.2.8.2 Include an organizational chart for the proposed team.
- 3.2.8.3 This item shall also include a short descriptive summary of the firm’s key members experience in each of the areas outlined in the Scope of Services. Each program area identified in the Scope of Services shall be limited to a one-page summary.
- 3.2.8.4 This item shall also include a discussion of any sub-consultants that may be employed for this contract, including their qualifications and roles in any project.

3.2.9 REFERENCES. Please list a minimum of three (3) government references with at least the following information:

- Company Name
- Contact Individual
- Contact's Title
- Phone Number
- Email address
- Brief Description of the Project(s) Completed

3.2.9.1 REFERENCES: The City reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFQ and subsequent work, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the Proposer.

3.2.10 FEE SCHEDULE / COST PROPOSAL: Provide a basic fee schedule consisting of the basic services provided by the consultant. The fee schedule shall include the firm's hourly rate schedule for the project team members that will complete the required tasks for this project. Please note that the City reserves the right to negotiate fees with the consultant prior to the execution of a contract.

**3.2.10.1 – Fee Schedule / Cost Proposal must be separated from the rest of the Statement of Qualifications, and enclosed in a SEALED envelope. Please label envelope as “FEE SCHEDULE/COST PROPOSAL”. Do not include fees in the body of the Statement of Qualifications.**

3.2.11 MINORITY BUSINESS-OWNED/ WOMAN-OWNED/ DISABLED VETERAN / VETERAN-OWNED ENTERPRISES: Identify whether any of the Proposer's team qualifies pursuant to Florida Statutes 288.703. Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criteria.

3.2.12 PRIMARY OFFICE LOCATION. Identify the location of the primary office that will perform the majority of the work on this contract. The project manager must reside in the primary office and have been assigned to that office. This item shall also include pertinent information concerning the location of the primary firm of the Proposer.

3.3 ADDITIONAL INFORMATION. Please provide any other information which you feel would help the Evaluation Committee evaluate your firm.

3.4 **ALTERNATE PROPOSALS.** An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the Request for Qualifications, 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.

3.5 **QUESTIONS REGARDING SCOPE OF WORK OR RFQ PROCESS:**

- 3.5.1 **Sole Point of Contact:** 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 in section 3.5.6.**
- 3.5.2 The Purchasing Manager, or a designee, may discuss a submission 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 the “short-list” 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.
- 3.5.3 **Vendor Inquiries:** Any questions related to interpretation of scope of work or the bid process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of bids.
- 3.5.3.1 Inquiries, if received prior to ten (10) days of the date set for the receipt of SOQs, will be answered.
- 3.5.3.2 Any inquiries received after that time, will not be answered or given any consideration.
- 3.5.3.3 Oral answers will not be authoritative.
- 3.5.4 **Addenda:** The Purchasing Manager shall issue any City responses for proposers’ inquiries in the form of an addendum to the RFQ, posted on [www.FWB.org/rfps](http://www.FWB.org/rfps), as timely as possible. If an addendum is issued, the Purchasing Manager will post the final addendum to all proposers no later than five (5) days prior to the date set for receipt of SOQs.

- 3.5.5 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA:** It is the responsibility of all proposers to contact the Purchasing Division prior to submitting a Statement of Qualifications to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the SOQ.
- 3.5.6 **All proposers shall direct communications & inquiries to the City's sole Point of Contact:**

**Giuliana Scott, Purchasing Manager  
Purchasing Division, City of Fort Walton Beach  
105 Miracle Strip Parkway SW  
Fort Walton Beach, Florida 32548**

**Telephone: (850) 833-9523 Fax: (850) 833-9643**

**Email: [gscott@fwb.org](mailto:gscott@fwb.org)**

**Website: <http://www.fwb.org/rfps>**

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**4.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQs):**

4.1 **SEALED BIDS:** All SOQs must be submitted in a sealed envelope. **The face of the OUTER envelope shall contain the date and time of the bid opening and the bid number.** Information not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

4.2 **SOQ SUBMISSIONS:** Sealed SOQs must include:

- One (1) unbound original, and four (4) complete paper copies of the Statement of Qualifications,
- One (1) electronic copy of the SOQ on a compact disk or USB drive containing the above-listed information.
  - **ELECTRONIC COPIES MUST BE IDENTICAL IN ALL RESPECTS TO THE PAPER COPY SUBMITTED. Electronic copy should be a single file including all pages as submitted in the hardcopy.**

4.3 **RECEIPT OF BIDS, DUE DATE:** Sealed SOQs shall be submitted to the **Purchasing Division Office no later than 2:30 PM (CST), on October 19, 2021.** Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.

4.3.1 **FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:**  
 SOQ’s shall be addressed as follows:  
**Purchasing Division  
 City of Fort Walton Beach  
 105 Miracle Strip Parkway SW  
 Fort Walton Beach, FL 32548**

4.3.2 Submitted envelopes should be marked: “RFQ 21-019 Pre-Qualification & Selection of Transportation Consulting Services”.

4.3.3 For your convenience – you may use the label printed on this page, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.



**Deliver to: Purchasing Mgr – 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 RFQ#: 21-019  
 RFQ TITLE: Transportation Consulting Services  
 DUE DATE/TIME: 10/19/2021      2:30 PM – Central Time**

4.4 INCURRED EXPENSES: The City is not responsible for any expenses, which proposers may incur in preparing and submitting proposals called for in this Request for Qualifications.

4.5 INTERVIEWS. The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

## 5.0 EVALUATION PROCESS

5.1 EVALUATION COMMITTEE: An Evaluation Committee consisting of at least four members assembled by the City will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the City. The proposals will be evaluated on both qualifications and the technical merits of the firm. Proposals will be evaluated in accordance with the rating system listed in Section 6 below.

5.2 RATING SYSTEM. The Evaluation Committee will rate all proposals utilizing the Weighted Rating System shown in Section 6.2. The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals.

**5.3 The Evaluation Committee will meet at 10:00 A.M. on November 2, 2021 (tentative date) at the City Hall Annex Building located at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL.**

5.4 PRESENTATIONS:

5.4.1 At the sole determination of the City, 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.

5.4.2 If presentations are elected, the Purchasing Manager shall schedule the time & location of presentations and notify the selected firms. Presentation shall be limited to a total of 30 minutes, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this project. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm.

5.4.3 Each proposer will be notified in writing at least five (5) days in advance of presentation date if a presentation is necessary.

5.5 REJECTION OF PROPOSALS. The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reasons for its rejection.

5.6 MODIFICATIONS TO PROPOSALS. The City reserves the right to request at any time, that the proposer modify their proposal to more fully meet the needs of the City. The City also reserves the right to negotiate with the proposer, any changes it deems necessary, and to waive minor irregularities in the bid process.

5.7 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.

5.8 PROPOSALS BINDING. All proposals submitted shall be binding for ninety (90) calendar days following opening.

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**6.0 EVALUATION CRITERIA**

6.1 RFQ EVALUATION CRITERIA: The Statement of Qualifications (SOQ) submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria below, and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting their SOQ.

6.2 QUALIFICATION STATEMENT EVALUATION FORMS:

<b>6.2.1 TRANSPORTATION CONSULTING FIRMS</b>			
<b>SHORT-LISTING EVALUATION CRITERIA</b>	<b>ASSIGNED WEIGHT</b>	<b>RATING*</b>	<b>WEIGHTED RATING</b>
Proposal Meeting Minimum Requirements of RFQ	5%	0 to 5	
Statement of Understanding	20%	0 to 5	
Similar Project Experience	20%	0 to 5	
Work Plan & Availability of Resources	20%	0 to 5	
Team Member Qualifications & Organization	20%	0 to 5	
MOB/WOB/Disabled Veteran & Veteran-Owned Business	5%	0 or 5	
Primary Office Location 5 = within City Limits 4 = within 10 miles 3 = within 50 miles 2 = within 60 miles 1 = within 75 miles 0 = Further than 75 miles	5%	0 to 5	
Additional Information	5%	0 to 5	
<b>TOTAL WEIGHTED RATING:</b>	<b>100%</b>		
<b>PRESENTATION EVAL. CRITERIA (if needed)</b>	<b>ASSIGNED WEIGHT</b>	<b>RATING</b>	<b>WEIGHTED RATING</b>
Presentation/Q &A (For Short-Listed Firms)	50%	0 to 10	
Original Proposal submitted	50%	0 to 5	
<b>FINAL WEIGHTED RATING:</b>	<b>100%</b>		

\* Ratings:

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

The Purchasing Manager, 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 submissions.

6.3 PROHIBITION OF COMMUNICATION: To ensure fair consideration for all prospective firms, the City prohibits communication to or with any department, bureau, or employee during the submission process, except as in Section 3.5. Additionally, the City prohibits communications initiated by a prospective firm to any City official or employee evaluating or considering the submission prior to the time a decision has been made. **If a firm initiates communications of any form regarding this solicitation, (with the exception of contacting the Purchasing Division staff), that act may be grounds for disqualifying the proposer from consideration for the RFQ.**

## 7.0 CONDITIONS OF PROPOSALS

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

7.2 COMPLETENESS. All information required by this Request for Qualifications must be supplied to constitute a responsive proposal.

### 7.3 PROPOSER'S CERTIFICATION FORM

7.3.1 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 public notary and have the notary seal affixed. Proposals will be rejected if the Proposer's Certification is not submitted with the proposal.

7.3.2 By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

7.4 PUBLIC ENTITY CRIMES FORM. A person or affiliate, as defined in § 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 bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §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.

7.5 DRUG-FREE WORKPLACE CERTIFICATION FORM. 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 § 287.087 of the Florida Statutes.

7.6 PROPOSER'S WARRANTY. The proposer acknowledges and warrants that no one was paid 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.

7.7 PUBLIC OPENING. All proposals will be publicly opened and the list of proposers read aloud in the City Hall Annex Building, 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.

7.8 PROPERTY OF CITY. All proposals received from proposers in response to this Request for Qualifications 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.

7.9 AWARD PRESENTATION. The City has scheduled to provide the staff recommendation to City Council in November (tentative date) to enter into a contract with the top-ranked firm(s) or to reject all proposals.

7.10 PROTEST PERIOD. 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 after award by City Council.

## **8.0 TERMS AND CONDITIONS OF CONTRACT**

8.1 CONTRACT REQUIRED. The City and the successful proposer(s) shall enter into a Contract for Services that will include, but not be limited to and may be superseded by such Contract, the following terms and conditions.

8.2 CONTRACT TERM. The term of the contract shall be for a period of approximately one (1) year, beginning November/December, 2021, and ending September 30, 2022, with a renewal option of up to two (2) successive one-year terms for a maximum possible contract term of three (3) years based on the performance of each consultant selected. Near the end of each City fiscal year, the City shall evaluate each consultant and determine whether one or all of the consultants shall be retained.

8.3 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 bonds, 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.

8.4 INDEPENDENT CONTRACTOR STATUS; INDEMNITY. At all times the consultant will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

8.5 **COPYRIGHTED, CONFIDENTIAL INFORMATION.** If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement or any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

8.6 **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 Request for Proposals 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** any such information contained in their proposals and cite specifically the applicable exempting law.

8.7 **TIME IS OF THE ESSENCE.** A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer(s) will conduct all required work diligently and as specified by the City.

8.8 **ASSIGNMENT.** The successful proposer(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

8.9 **TERMINATION FOR CONVENIENCE.** The City may at any time, at its sole discretion, without cause, terminate the Contract for its convenience by written notice to the successful Proposer. If terminated for convenience, the City will calculate the outstanding payments due the Consultant and make that payment pursuant to the Prompt Payment Act.

8.10 **TERMINATION FOR DEFAULT.** Consultant and/or Firm will be in default under the Contract if they commit a material breach of the Contract and as otherwise specified in the Contract.

#### 8.11 **RIGHT TO AUDIT RECORDS**

8.11.1 The City shall be entitled to audit the books and records of a consultant or any sub-consultant to the extent that such books and records relate to the performance of such contract or sub-contract.

8.11.2 Such books and records shall be maintained by the consultant for a period of three (3) years from the date of final payment under the prime contract and by the sub-consultant for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

## 8.12.0 PUBLIC RECORDS

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S 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](mailto:clerk@fwb.org)**

- 8.12.1 Contractor 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, Contractor 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.
- 8.12.2 Contractor 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 Contractor does not transfer the records to the City.
- 8.12.3 Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.
- 8.12.4 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.
- 8.12.5 Failure of Contractor 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.

8.12.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor 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.

#### 8.13 FISCAL YEAR FUNDING APPROPRIATION

8.13.1 SPECIFIED PERIOD. Unless otherwise provided by law, a contract for services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

8.13.2 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS. When funds are not appropriated or otherwise made available to support continuation of the Contract for Services in any subsequent fiscal period, the Contract may be terminated or modified. If the Contract is terminated, the consultant shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

#### 8.14 FLORIDA PROMPT PAYMENT ACT

8.14.1 PROPER INVOICE. For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall include at least the following information:

- 8.14.1.1 A description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services;
- 8.14.1.2 The amount due, applicable discounts, and the terms of payment;
- 8.14.1.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 8.14.1.4 The purchase order or contract number as supplied by the City;
- 8.14.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided;

8.14.2 DELIVERY OF INVOICE. All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable Division, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.

8.14.3 DELIVERY ACCEPTANCE REQUIRED. An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods or services to the correct City office, division, or department; there has been acceptance by the City of the goods or services; and the consultant has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.

8.14.4 INVOICE DISPUTE PROCEDURE. If there is a dispute between the City and Consultant regarding an invoice, the City or consultant may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, within 45 days after the receipt or denial of an invoice, by providing the other party in writing 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 Financial Services Director. The Financial Services Director shall review all materials and information and conduct a meeting with the consultant and the responsible City office, division, or department. The Financial Services Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute. The final decision shall be immediately mailed or hand-delivered to the Consultant.

#### 8.15 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES

The submission of any Statement of Qualifications in response to this Request for Qualifications constitutes a offer made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

#### 8.16 INSURANCE/PERFORMANCE BONDS

Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be continued in effect for the term of the contract. Should the winning Consultant 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.

#### 8.17 INSURANCE

A successful proposer must provide evidence of insurance coverage, to be specified in the Contract and delivered at the time of execution of the Contract, which is equal or exceeds the City's minimum standards for this type of service. As outlined below, such insurance shall be written by a company licensed to do business in the State of Florida and have an A.M. best rating of at least A-.

##### 8.17.1 WORKERS COMPENSATION

Coverage A - To be in conformity with Florida Statutes

Coverage B - \$500,000/\$500,000/\$500,000

8.18.2 COMMERCIAL GENERAL LIABILITY

8.17.2.1 Each occurrence for:  
 Bodily Injury/Property Damage \$1,000,000  
 Products/Completed Operations \$1,000,000

8.17.2.2 Annual Aggregate for:  
 Bodily Injury/Property Damage \$2,000,000  
 Products/Completed Operations \$2,000,000

8.17.2.3 All coverage above 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; and any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

8.17.3 COMMERCIAL AUTOMOBILE LIABILITY

Combined single limit for bodily injury and/or property damage: \$1,000,000.

8.17.3.1 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 coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "2" (Any Auto) or the equivalent shall be used to designate which autos are insured.

8.17.4 PROFESSIONAL LIABILITY

The Consultant shall carry professional liability insurance in an amount of not less than \$500,000.00.

8.17.5 PERFORMANCE BOND – As needed, per individual task order.

*This Section left Intentionally Blank.*

## 9.0 FEDERAL/STATE GRANT FUNDING TERMS & CONDITIONS

**PLEASE NOTE THAT THIS SOLICITATION MAY BE PARTIALLY OR FULLY GRANT-FUNDED FROM TIME TO TIME. PROPOSERS AGREE TO COMPLY FULLY WITH THE CLAUSES AS ENUMERATED BELOW, AND SHALL CONTINUE TO COMPLY WITH ANY REGULATORY OR LEGISLATIVE CHANGES, UPDATES OR MODIFICATIONS THAT OCCUR IN THE FUTURE RELATING TO THESE CLAUSES.**

- 9.1 **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D) All Consultants entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
- 9.2 **Contractor Compliance:** The Consultant shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
- 9.3 **Conflict of Interest:** The Consultant must disclose in writing any potential conflict of interest to the City of Fort Walton Beach or pass-through entity in accordance with applicable Federal policy.
- 9.4 **Mandatory Disclosures:** The Consultant must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 9.5 **Utilization of Minority, Women’s / Labor Surplus Firms Participation:** The City of Fort Walton Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned businesses and labor surplus area firms as a part of any subsequent agreement whenever possible. The Consultant must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, using the steps (1) through (5) here:
- (1) Placing qualified small & minority businesses and women’s business enterprises on solicitation lists;
  - (2) Assuring that small & minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;

- (5) Using the services and assistance, as appropriate, of such organizations as:
- Small Business Administration
  - Minority Development Agency of the US Dept. of Commerce
  - Florida Department of Management Services (Office of Supplier Diversity)
  - Florida Department of Transportation
  - Minority Business Development Center in most large cities and
  - Local Government M/DBE programs in many large counties and cities

Prior to contract award, the Consultant shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal.

## 9.6 **Equal Employment Opportunity:**

- 9.6.1 As per Executive Order 11246, the Consultant may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- 9.6.2 During the performance of the Contract, the Consultant and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Consultant will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

- 9.7 **Davis-Bacon Act:** If applicable to this contract, the Consultant agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Consultants are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City of Fort Walton Beach will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
- 9.8 **Copeland Anti-Kick Back Act:** Consultants shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. 874 as supplemented by Department of Labor Regulations (29 CFR Part 3) which are incorporated by reference to this contract. Consultants are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- 9.9 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 9.10 **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 9.11 **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Consultant shall certify compliance.

- 9.11.1 Any resulting contract of this RFQ will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Proposer is required to verify that none of the Proposer(s), its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 9.11.2 The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.11.3 This certification is a material representation of fact relied upon by the City of Fort Walton Beach. If it is later determined that the Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Fort Walton Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 9.11.4 The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 9.12 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**: Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The Consultant shall certify compliance.
- 9.13 **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 9.14 **Procurement of Recovered Materials**: Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR

part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 9.15 **Access to Records and Reports:** Consultant will make available to the City of Fort Walton Beach’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, the City of Fort Walton Beach, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Consultant that are pertinent to the City of Fort Walton Beach’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Consultant’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- 9.16 **Record Retention:** Consultant will retain all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.334.
- 9.17 **Federal Changes:** Consultant shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
- 9.18 **Termination for Default (Breach or Cause):** Contracts in excess of \$10,000 – If Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the City of Fort Walton Beach may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- 9.19 **Safeguarding Personal Identifiable Information:** Consultant will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- 9.20 **Prohibition on utilization of Cost Plus a Percentage of Cost Contracts:** The City of Fort Walton Beach will not award contracts containing Federal funding on a cost plus percentage of cost basis.

9.21 **Prohibition on utilization of Time and Material type contracts:** The City of Fort Walton Beach will not award contracts based on a time and material basis if the contract contains Federal funding.

9.22 **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the City of Fort Walton Beach. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County, Florida.

9.23 **Attorney Fees and Costs:** In any action, except mediation, brought regarding this agreement, the prevailing part, shall be awarded its reasonable attorneys' fees and costs, including any applicable fees and costs on appeal.

**9.24 ADDITIONAL GRANT-FUNDED CONTRACT TERMS:**

**9.24.1 Independent Contractor:** An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Proposer is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Proposer shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Proposer's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Proposer, which policies of Proposer shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Proposer's funds provided for herein. The Proposer agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Proposer and the City and the City will not be liable for any obligation incurred by Proposer, including but not limited to unpaid minimum wages and/or overtime premiums. SEE Also Section 2.51.

9.24.1.1 The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Status 768.28 as amended from time to time.

9.24.2 Notice to Proceed: The City shall issue an a signed Purchase order and official Notice to Proceed for the services referenced in this RFQ and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Consultant(s). The Consultant(s) must acknowledge receipt of the written Notice to Proceed.

9.24.3 Changes in Scope of Work:

9.24.3.1 “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work of the task order, or added work necessary to meet the performance goals of the scope of work.

9.24.3.2 “Extra work” shall be defined as work not required under the scope of work of the task order, is something done or furnished beyond the requirements of the task order, and is entirely outside and independent of the scope of work and not contemplated by it.

9.24.3.3 “Change Order” shall be defined as a written instrument prepared by and signed by the City and Proposer, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the task order price, and the adjustment, if any, to the task order completion time.

9.24.3.4 No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Proposer and authorized by the City as a Change Order.

9.24.3.5 The City Manager may request and approve change orders to the task order consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed \$20,000 and all change orders, in the aggregate, do not exceed ten percent (10%) of the total Purchase Order price.

9.24.3.6 The City Council must approve any single change order that exceeds \$20,000 or if the aggregate amount of change orders will exceed ten percent (10%) of the total Purchase Order price.

9.24.3.7 All change orders shall be considered a written addendum to the Contract.

9.24.3.8 Winning Proposer is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.

- 9.24.4 Time of Completion: The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.
- 9.24.5 Federal-Aid Requirements: The Contract provisions of the Federal Highway Administration’s Form **FHWA-1273 (Appendix C)**, titled “*Required Contract Provisions – – Federal-Aid Construction Contracts*” and *FEMA FACT SHEET 9580.214, "Debris Removal on Federal-Aid Highways*, shall apply to all work performed by the Proposer or any of its Subcontractors.
- 9.24.6 Compliance with Federal Laws: This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.317 thru 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series; FEMA FP104-009-2 – Public Assistance Program & Policy Guide – Jan 2016; and any other Federal rule, regulation or policy relating to disaster debris.

## 10.0 STANDARD FORMS

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

- 10.1 PROPOSER’S CERTIFICATION
- 10.2 ADDENDUM PAGE
- 10.3 DRUG FREE WORKPLACE
- 10.4 PUBLIC ENTITY CRIME FORM
- 10.5 LOBBYING CERTIFICATION FORM
- 10.6 ANTI-COLLUSION STATEMENT
- 10.7 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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.

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**PROPOSER’S CERTIFICATION (RFQ 21-019)**

I have carefully examined the Request for Qualification, and any other documents accompanying or made a part of this SOQ.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualifications on behalf of this consulting firm as its act and deed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an SOQ for this project; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said submittal; 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

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

by means of \_\_\_ physical presence or \_\_\_ online notarization by \_\_\_\_\_ and  
(Name of Person Acknowledging)

\_\_\_\_\_ in their representative capacity as \_\_\_\_\_ and  
(Name of Person Acknowledging) (TITLE)

\_\_\_\_\_ of the Operator, who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ has produced  
(TITLE)

\_\_\_\_\_ as identification.  
(TYPE OF IDENTIFICATION)

\_\_\_\_\_  
Notary & Seal

End of Attachment A

**10.2**

**ATTACHMENT B**

**ADDENDUM PAGE (RFQ 21-019)**

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

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_

End of Attachment B

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor, on \_\_\_\_\_, 2021, in accordance with section 287.087, Florida Statutes, certifies that [business] \_\_\_\_\_ 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' 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.
7. **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: \_\_\_\_\_

End of Attachment C

**PUBLIC ENTITY CRIME FORM**

**REQUEST FOR QUALIFICATIONS - RFQ # 21-019  
PREQUALIFICATION AND SELECTION FOR  
TRANSPORTATION CONSULTING SVCS**

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.**

1. This sworn statement is submitted with Bid, Proposal or Contract \_\_\_\_\_
2. This sworn statement is submitted \_\_\_\_\_  
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: \_\_\_\_\_)
3. My name is \_\_\_\_\_ and my relationship to the  
entity named above is \_\_\_\_\_
4. 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 bid 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.
5. 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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,

RFQ# 21-019

Public Entity Crimes Statement – Pg 2 of 3

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.

7. 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 n management of an entity.
8. 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)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

RFQ# 21-019  
Public Entity Crimes Statement – Pg 3 of 3

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

by means of \_\_\_ physical presence or \_\_\_ online notarization by \_\_\_\_\_ and  
(Name of Person Acknowledging)

\_\_\_\_\_ in their representative capacity as \_\_\_\_\_ and  
(Name of Person Acknowledging) (TITLE)

\_\_\_\_\_ of the Operator, who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ has produced  
(TITLE)

\_\_\_\_\_ as identification.

(TYPE OF IDENTIFICATION)

\_\_\_\_\_  
Notary & Seal

End of Attachment D

**10.5 LOBBYING CERTIFICATION FORM**

**ATTACHMENT E**

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Proposer] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Proposer’s Authorized Official

\_\_\_\_\_  
Name and Title of Proposer’s Authorized Official

\_\_\_\_\_  
Date

**10.6 ANTI-COLLUSION STATEMENT**

**ATTACHMENT F**

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**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

---

Proposer’s Company Name

---

Authorized Signature – Manual

---

Authorized Signature – Typed

---

Address

---

Title

---

Phone #

---

Fax #

---

Federal ID # or SS #

**10.7 E-Verify Certification**

**ATTACHMENT G**

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

**11.0 NOTICE TO PROPOSERS****CITY OF FORT WALTON BEACH, FLORIDA**  
**BID NUMBER: RFQ# 21-019****Date: September 21, 2021**

The City of Fort Walton Beach will accept sealed proposals at City Hall until October 19, 2021, at 2:30 PM, CST, at which time all proposals received will be opened and read aloud at City Hall Annex Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL for the following:

RFQ 21-019 Pre-Qualification & Selection for Transportation Consulting Services

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Copies of RFQ Provisions and Forms may be found at the Florida Bid System website at [www.BidNetDirect.com](http://www.BidNetDirect.com) (registration required) or at the City of Fort Walton Beach website at [www.FWB.org/rfps](http://www.FWB.org/rfps).

Additional technical information relative to this RFQ may be obtained from Giuliana Scott, Purchasing Manager, at (850) 833-9523 or [gscott@fwb.org](mailto:gscott@fwb.org) during normal business hours.

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

Mark outside of envelope: **RFQ 21-019 –Pre-Qualification & Selection for Transportation Consulting Services**

**Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have their proposal 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](mailto:clerk@fwb.org) to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711.

Below is a link with the details:

[https://www.fcc.gov/sites/default/files/telecommunications\\_relay\\_service.pdf](https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf).