

**REQUEST FOR QUALIFICATIONS - RFQ 18-020  
CONSTRUCTION MANAGEMENT SERVICES  
GULFVIEW HOTEL BUILDING**



Issued By:  
Purchasing Division  
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: May 30, 2018  
Statement of Qualifications Receipt Date: June 28, 2018, 2:30 p.m. Local Time



**NOTE: A non-mandatory Pre-Submittal Meeting will be held on June 7, 2018 at 10a.m. in the City Hall Annex Training Room at 105 Miracle Strip Pkwy, SW, Fort Walton Beach, FL, followed by a site visit to the property.**

**TABLE OF CONTENTS**

COVER PAGE.....1  
 TABLE OF CONTENTS..... 2 - 3

**SECTION 1 - INTRODUCTION: ..... 4 - 5**

    Summary .....4  
 Important Dates.....4  
 Project Schedule.....4  
 Required Qualifications of Respondent .....4  
 RFQ Schedule .....4  
 Site Visits .....4  
 Statements of Qualifications (SOQs) - Delivery of SOQs.....5  
 Terms of Agreement .....5

**SECTION 2: PROJECT SPECIFICATIONS ..... 5 - 6**

**SECTION 3: COST ESTIMATE OF SCOPE OF WORK.....6**

**SECTION 4: SUBMITTALS - GENERAL GUIDELINES..... 7 - 8**

    Evaluation Methodology - Acceptance .....7  
 Incurred Expenses .....7  
 Interviews .....7  
 Requests for Modifications .....7  
 Requests for Additional Information .....7  
 Acceptance/Rejection of SOQs.....7  
 Statements of Qualifications Binding .....7  
 Alternative Statements of Qualification.....7  
 Addendums/Amendments to RFQ .....7  
 Economy of Preparation of SOQ .....8  
 Proprietary Information .....8  
 SOQs - Property of City.....8

**SECTION 5: SUBMITTALS - SPECIFIC GUIDELINES..... 8 - 11**

    Content .....8  
 Copies Required.....9  
 Criteria 1 - Qualifications .....9  
 Criteria 2 - Team Members.....9  
 Criteria 3 - Past Projects .....10  
 Criteria 4 - Budgets / Costs Controls .....10  
 Criteria 5 - Project Schedules .....11  
 Criteria 6 - Management fees.....11

**SECTION 6: EVALUATION OF STATEMENTS OF QUALIFICATIONS ..... 11 - 12**

    Evaluation Committee .....11  
 Presentations ..... 11 - 12  
 Ranking System .....12  
 Evaluation Committee meeting (tentative date) .....12

<b>SECTION 7: QUESTIONS (SCOPE OF WORK; BID PROCESS)</b> .....	13 - 14
Prohibitions .....	13
City Point of Contact .....	13
Responsibility for Knowledge of Addenda.....	13
POC - Address, phone #s, Email .....	13
Public Opening of RFQ .....	14
<b>SECTION 8: TERMS &amp; CONDITIONS OF CONTRACT</b> .....	14 - 17
Independent Contractor Status; Indemnity .....	14
Copyright; Confidential Information .....	14
Time is of the Essence .....	14
Assignment .....	14
Termination for Convenience .....	14
Termination for Default .....	14 - 15
Execution of Contract .....	15
Right to Audit Records .....	15
Public Records Requirements .....	15 - 16
Fiscal Year Funding Appropriations.....	16
Cancellation of Funding.....	16
Florida Prompt Payment Act .....	16 - 17
Delivery of Invoices.....	17
Delivery Acceptance.....	17
Invoice Dispute Resolution Process.....	17
<b>SECTION 9: GENERAL TERMS &amp; CONDITIONS</b> .....	18 - 20
Certification Form.....	18
Public Entity Crimes Form .....	18
Drug-Free Workplace Form.....	18
Respondent's Warranty .....	18
Insurance/Bonds.....	18 - 19
Americans With Disabilities Act .....	19
Purchase Contracts with Other Gov't Agencies .....	19
Minority/Woman-Owned/Service-Disabled/Veteran-Owned Preference .....	20
Local Merchant Preference .....	20
<b>SECTION 10: STANDARD FORMS</b> .....	20 - 25
Respondent's Certification Form .....	21
Addendum Summary Page .....	22
Drug-Free Workplace Form.....	23
Public Entity Crime Form.....	24 - 25
<b>SECTION 11: NOTICE TO SUBMITTERS</b> .....	26

**1.0 INTRODUCTION –**

The City of Fort Walton Beach is soliciting Statements of Qualifications (SOQ) for selection of a Construction Manager for the renovation of the Gulfview Hotel building.

1.2 Summary: This project will include such work as plaster crack repair, painting, mechanical, electrical, plumbing, roof replacement, wood rot repair, exterior siding repair, fire sprinkler, landscaping, entry stairs and ADA compliant ramp, elevator, and foundation screening.

1.3 Important Dates:



- **PRE-SUBMITTAL MEETING:** June 7, 2018 at 10:00 am. Those interested in responding to the Request for Qualifications (RFQ) are encouraged to attend a voluntary Pre-Submittal Meeting on June 7, 2018 at 10:00 am. Located at City Hall Annex Training Room, 105 Miracle Strip Parkway SW.
- **STATEMENT OF QUALIFICATIONS SUBMISSION DEADLINE:** JUNE 28, 2018

1.4 **PROJECT SCHEDULE** – Work shall be completed no later than ONE HUNDRED AND TWENTY (120) calendar days after the Purchase Order is issued, which shall be coordinated with the City.

1.4.1 Anticipated start date of project is thirty (30) calendar days after City Council award.

1.5 **QUALIFICATIONS REQUIRED:** Firms desiring to submit their Statement of Qualifications (SOQ) for this project must demonstrate experience and qualifications in the tasks described above. RFQ responders must also demonstrate their ability to meet the selection criteria outlined elsewhere in this RFQ.



**1.5.1 Respondent must be a currently Florida-Licensed General Contractor, and must maintain that license through the completion of the project. No exceptions.**

1.6 **BID SCHEDULE.** The following identifies the RFQ process schedule:



RFQ PROCESS	DATE
RFQ Solicitation Issued	May 30, 2018
Non-Mandatory Pre-Submittal Conference	June 7, 2018
Statements of Qualifications Due	June 28, 2018
Evaluation Committee – Rank & Select Top Firm(s)	July 9, 2018
City Council Approval (Tentative Date)	August 14, 2018

1.7 **SITE VISITS** – A site visit to the building located at 115 Miracle Strip Pkwy SE will be conducted on June 7<sup>th</sup>, following the Pre-Submittal meeting at City Hall Annex.

Additional site visits may be pre-arranged by contacting Garry Adams, Facilities Maintenance Supervisor at 850-833-9611 or emailing [gadams@fwb.org](mailto:gadams@fwb.org).

1.8 **Submit sealed Statements of Qualifications (SOQ) - one (1) original and five (5) complete copies, along with one (1) electronic copy, to the Purchasing Division Office no later than 2:30 p.m. local time, Thursday, June 28, 2018. SOQs will not be accepted after this time.**



1.8.1 Deliver SOQs to: Purchasing Division Office  
City of Fort Walton Beach  
105 Miracle Strip Pkwy SW  
Fort Walton Beach, FL 32548

1.8.2 Submitted envelopes should be marked: "**RFQ 18-020 Construction Management Services–Gulfview Hotel Bldg**"

1.8.3 LATE SOQs. SOQs received by the City after the time specified for receipt will not be considered. Respondents shall assume full responsibility for timely delivery of the SOQs to the location designated for receipt of SOQs.

1.9 **TERM OF AGREEMENT:** Services shall commence upon conveyance of a fully executed agreement between the City of Fort Walton Beach and the successful Respondent.

## 2. THE PROJECT - SPECIFICATIONS

2.1 This project is located at 115 Miracle Strip Parkway SE, Fort Walton Beach, FL. 32548. Work will include remodeling an existing two story hotel that was moved to its existing site in April 2018. Asphalt and curbing work in the parking lot will be completed by the City. Work to be performed as follows:

2.1.1 Provide mechanical repairs and upgrades as needed. Contractor to verify size and design of mechanical system.

2.1.2 Provide all electrical repairs including upgrade to service as needed. Contractor to verify size and design of electrical system. Alternative pricing shall be provided for Contractor grade fixtures and decorative fixtures.

2.1.3 Provide all plumbing repairs and upgrades as needed.

2.1.4 Replace existing roof. Alternative pricing shall be provided for the options of:

- shingle,
- wood shake, and
- ribbed metal.

2.1.5 Repair wood rot as needed. Contractor shall evaluate the existing building conditions to determine extent of repair necessary.

2.1.6 Install new fire sprinkler system.

2.1.7 Install landscaping around the building. Landscaping shall meet Land Development Code (LDC) standards.

2.1.8 Construct entry stairs, and ADA compliant ramp to front deck area and exit staircase from rear.

2.1.9 Install LULA or similar type elevator

- 2.1.10 Provide foundation screening around the perimeter of building.
- 2.1.11 Replace flooring in second floor offices. Alternative pricing shall be provided for carpet and vinyl.
- 2.1.12 Repair cracked/damaged plaster throughout building.
- 2.2 Construction drawings (1998) – Please refer to Exhibit A (30pgs).
- 2.3 Upon notice of award to the successful contractor, Contractor shall revise/finalize plan with staff and user input. Please plan on a minimum of two meetings with staff to gather input.
- 2.4 The contractor is responsible for maintaining perimeter safety fencing around work area while project is under construction. A safe working area shall be maintained by the contractor.
- 2.5 Contractor is responsible for removing and the legal disposal of all construction debris from site at the Contractor's cost.
- 2.6 It is the intent of the City to take advantage of the tax savings program available through Owner direct purchase of materials for this project, where a significant cost savings may be experienced. The Respondents shall be familiar with this process.
- 2.7 It is also the intent of the City to utilize local subcontractors and suppliers for various disciplines of the Project, where applicable. For this Project, a local subcontractor or supplier is defined as residing within 50 miles from the Project site.
- 2.8 The City reserves the right to proceed or cancel this project. By making a submittal to the City, Respondent agrees that all risks from such action shall be born entirely by the Respondent submitting qualifications and no remuneration of any kind shall be made by the City to the Respondent for damages real or perceived.

### **3. COST ESTIMATE OF SCOPE OF SERVICES**

3.1 Upon award of RFQ, the Respondent shall present preliminary construction estimates, with itemized expenses, based on Respondent's experience and review of the building. Subsequently, as winning Contractor, Contractor shall work with the City staff to finalize the work to accomplish the project with the City's budget and schedule requirements.

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#### **4. SUBMISSION OF SOQS – GENERAL GUIDELINES**

4.1 The RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the City. Selection will be based upon qualifications and cost considerations. Based on the evaluation criteria established for the project, each properly submitted Statement of Qualifications will be reviewed, evaluated and ranked by the City. Based on this ranking, the City will select the highest ranked firm to prepare a recommendation of award to City Council.

4.2 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, the Respondent accepts the evaluation process as outlined in this RFQ and acknowledges and accepts that determination of the most qualified firm(s) offering the best value to the City may require subjective judgments by the City.

4.3 **INCURRED EXPENSES:** The City is not responsible for any expenses, which Respondents may incur in preparing and submitting SOQs called for in this Request for Qualifications.

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

4.5 **REQUESTS FOR MODIFICATION:** The City reserves the right to request at any time before award that the Respondent modify their SOQs to more fully meet the needs of the City.

4.6 **REQUESTS FOR ADDITIONAL INFORMATION:** The Respondent 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 Respondent as it deems appropriate.

4.7 **ACCEPTANCE/REJECTION/MODIFICATION TO SOQS:** The City reserves the right to negotiate modifications to SOQs that it deems acceptable, reject any and all SOQs, and to waive minor irregularities in the procedures.

4.8 **SOQS BINDING:** All SOQs submitted shall be binding for ninety (90) calendar days following opening.

4.9 **ALTERNATE SOQS:** An alternate SOQs is viewed by the City as a SOQs describing an approach to accomplishing the requirements of the Request for Qualifications, which differs from the approach set forth in the solicitation. An alternate SOQs may also be a second SOQs submitted by the same Respondent, which differs in some degree from its basic or prime SOQs. Alternate SOQs 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 SOQs submitted.

4.10 **ADDENDUM AND AMENDMENT TO REQUEST FOR QUALIFICATIONS:** If it is necessary to revise or amend any part of this RFQ, the Purchasing Agent will post any revisions by written Addendum on [www.FWB.org](http://www.FWB.org) and [www.BidNetDirect.com](http://www.BidNetDirect.com). It is the responsibility of interested firms to check for and include any addenda prior to submitting their RFQ.

4.11 ECONOMY OF PREPARATION. SOQs should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of this Request for Qualifications and should not exceed 15 pages in length. The page count criteria are listed in Section 5 of this RFQ.

4.12 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 Respondents should be aware that Request for Qualifications and the responses thereto are public records and subject to public inspection. If a Respondent believes that any information contained in a SOQs is confidential or proprietary and exempt from public disclosure, the Respondent shall identify specifically any such information contained in their SOQs and cite specifically the applicable exempting law.

4.13 PROPERTY OF CITY. All SOQs received from Respondents 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 Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

## **5. SUBMITTAL – SPECIFIC GUIDELINES (15 PGS MAXIMUM):**

Respondents shall carefully read the information in the following evaluation criteria and submit a complete statement of qualifications addressing all questions in this section and formatted as directed in Section 5.1 and 5.2.

5.1 CONTENT: Each firm's SOQ must include a Table of Contents and be organized by discrete sections corresponding to the criteria and in the same order as above. Qualifications shall be prepared simply and economically, providing a brief, straightforward, concise description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on quality, completeness, clarity of content, and responsiveness to the requirements.



5.1.1 Each Statement of Qualifications shall be contained in one three-ring binder.

- Binder cover shall identify the name of project and the name of respondent's firm.
- Each Statement of Qualifications shall have a cover letter as the first page of the RFQ binder contents. This cover letter shall clearly identify the name of the project, name of respondent and signed by an authorized officer of the company presenting the qualifications.
- Table of Contents
- Separate and identify each criteria response by Section. Any additional information submitted shall be included as an attachment to this document and shall be identified by tab for reference.
- Vertical format on 8-1/2" x 11" paper.
- A 15-page limitation has been included for this response. Dividers and covers, Table of Contents page are not included in that page count. 11x17 shall be counted as two sheets each.

**5.1.2 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.**



5.2 CRITERIA: Interested firms shall provide the following information:

- 5.2.1 Criteria One: Respondent's statement of qualifications and availability to undertake the project.
- 5.2.2 Provide a statement of interest for the Project including a narrative describing the respondent's unique qualifications as they pertain to this particular Project.
- 5.2.3 Provide the following information:
- Legal Name of the company
  - Date of Firm formation
  - Date of opening primary office, and, if applicable, any branch and local offices.
  - Contact Person with phone number, fax number and e-mail address.
  - Alternate Contact Person with phone number, fax number and e-mail address.
  - Number of years in business as the current entity
  - Legal Business Description (Individual, Partnership, Corporation, Joint Venture, etc.)
  - Number of employees by skill group
  - Annual revenues
- 5.2.4 Provide evidence of your firm's ability to meet all bonding and insurance requirements required by the City of Fort Walton Beach. The winning Respondent will be required to provide 100 percent performance and payment bonds for the full value of the contract. A letter from the Respondent's Surety shall be provided indicating their willingness to provide all necessary performance and payment bonds for this Project along with a statement of the bonding capacity of the firm. In addition, the Respondent shall provide the current rating of the Surety, as determined by the latest edition of A.M. Best, as well as the U.S. Department of Treasury Surety list.
- 5.2.5 Identify firm's executives who have current claims or who have participated in litigation against the City of Fort Walton Beach while with another firm. Executives of firms currently under litigation with the City may not be considered for this project.
- 5.2.6 It will be incumbent on those persons or firms having potential conflicts of interest to identify and, if required, to cure such conflict(s) prior to consideration of the work. Failure to identify such conflict may remove that person or firm from further consideration.

### 5.3 Criteria Two: Qualifications of Respondent's Team Members

- 5.3.1 Describe your method you intend to use for the management of this project.
- 5.3.2 Provide the qualifications of the individual that will serve as the primary contact for this Project.
- 5.3.3 Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project.

### 5.4 Criteria Three: Respondent's performance on past representative projects

- 5.4.1 Provide detailed descriptions of verifiable examples by listing three (3) similar projects within the past five (5) years for which you have provided or are providing services that are most related to this project. The examples provided shall reflect the Respondent's ability to interpret the needs of the project, and ability to satisfactorily execute work of the type proposed.
- 5.4.2 Provide a description of the company's current backlog of work and relationship of this to the capacity of your work force. List the projects in order of priority, with the most relevant project first.
- 5.4.3 Provide the following information for each project listed:
  - Project name, location, contract delivery method, and description
  - Color images of projects
  - Initial and final construction cost, including detailed list of change orders
  - Type of contract and the stage of design or construction that the construction contract amount was agreed upon
  - Dates services were performed for the project

### 5.5 Criteria Four: Respondent's ability to establish budgets and control costs.

- 5.5.1 Describe your methodology for working with City Staff, and their consultants to deliver a Guaranteed Maximum Price and to maintain that GMP throughout the construction process for the Project.
- 5.5.2 Describe your cost estimating methods. From any of the projects listed in response to Section 5.4.1, describe how the cost estimates were developed, how often they were updated and the degree of accuracy achieved.

5.6 Criteria Five: Respondent's ability to meet schedules.

- 5.6.1 Describe how you will develop, maintain and update the project schedule during design and construction phases of the Project.
- 5.6.2 Describe your experiences in dealing with difficult and dynamic project schedules.
- 5.6.3 Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary. From any three (3) projects listed in response to Section 5.4.1, provide examples of how these techniques were used.

5.7 Criteria Six: Respondent's Cost to perform the pre-construction and construction services.

- 5.7.1 Provide the proposed fee, expressed as a percentage of the total construction cost for the Respondent's firm to perform the pre-construction and construction services. Provide percentage for each phase.

5.8 **COMPLETENESS**. All information required by the Request for Qualifications must be supplied to constitute a legitimate SOQ.

## **6.0 EVALUATION OF SOQ**

6.1 **EVALUATION COMMITTEE**: An Evaluation Committee consisting of at least three (3) members assembled by the City will review and evaluate each Statement of Qualifications submitted in response to this RFQ based on the evaluation criteria and weighting identified herein. Submissions will be evaluated to determine those that best meet the needs of the City.

6.2 **PRESENTATIONS**: The Evaluation Committee will evaluate and rank all firms. After evaluation and ranking of submittals, the City may at its sole discretion, elect to forego further consideration of firms and recommend the highest ranked firm to the City Council for award.

- 6.2.1 Due to the strict time constraints of the project, presentations are not anticipated. However, at the sole determination of the City, the three (3) top ranked firms based upon submittal evaluations, may be required to make a presentation of their SOQs. If the City desires presentations, this will provide an opportunity to clarify or elaborate on the SOQ, but will not, in any way provide an opportunity to change any items in the original SOQ. Each Respondent will be notified in writing at least three (3) days in advance of the presentation date if a presentation is necessary.
- 6.2.2 If presentations are elected, the Purchasing Agent shall schedule the time and location of these presentations and notify the selected firms. Presentations shall be limited to 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. A new scoring sheet shall be prepared, based on the identical criteria and weighing below, for each presenter. The scores from the submittal and from the presentation shall be averaged to determine the final ranking. 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.

6.2.3 The City reserves the right to reject all SOQs. In the event the City does so, it shall provide in writing to all Respondents the reasons for its rejection.

6.3 RANKING SYSTEM: SOQs will be evaluated in accordance with the rating system listed in below.

<b>EVALUATION CRITERIA</b>	<b>ASSIGNED WEIGHT</b>	<b>RATING*</b>	<b>(0 - 5) RATING</b>	<b>WEIGHTED RATING</b>
Similar Project Experience on Historical Structures	0.25	0 to 5		0.00
Schedule, Work Plan, Readiness to Proceed	0.30	0 to 5		0.00
Past experiences & References of the company	0.20	0 to 5		0.00
Value Engineering & Cost Savings Methodology	0.15	0 to 5		0.00
Minority Merchant Enterprise	0.05	0 to 5		0.00
Local Merchant Preference	0.05	0 or 5		0.00
<b>TOTAL WEIGHTED SCORE:</b>	100%			<b>0.00</b>
<b>PRESENTATION EVALUATION CRITERIA</b>	<b>ASSIGNED WEIGHT</b>	<b>RATING</b>	<b>RATING</b>	<b>WEIGHTED RATING</b>
Presentation/Q &A (For Short-Listed Firms)	0.50	0 to 5		
<b>FINAL WEIGHTED SCORE:</b>				

6.4 The Evaluation Committee will meet at 10:00 A.M. on Monday, July 9, 2018 in the City Hall Annex Training Room at 105 Miracle Strip Pkwy SW in Fort Walton Beach.

## 7. QUESTIONS REGARDING SCOPE OF WORK OR SOQ PROCESS



7.1 PROHIBITION OF COMMUNICATION. To ensure fair consideration for all Respondents, the City prohibits communication to or with any department, bureau, or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Respondent to the City official or employee evaluating or considering the SOQs prior to the time an award decision has been made. **If a Respondent initiates communications, that act may be grounds for disqualifying the Respondent from consideration for award of the SOQ.**

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



City of Fort Walton Beach  
 Purchasing Division  
 Attn: Giuliana Scott, Purchasing Agent  
 105 Miracle Strip Pkwy SW  
 Fort Walton Beach, FL 32548  
 (850) 833-9523 – Direct; (850) 833-9643 - Fax  
 Website: <http://www.fwb.org>

7.2.1 The Purchasing Agent, or a designee, will initiate any necessary communication with a respondent to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the SOQs.

7.2.2 The Purchasing Agent, or a designee, may discuss an SOQ directly with the responsible Respondent to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of SOQs 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 SOQs submitted by competing Respondents except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

7.2.3 A Respondent shall address any questions regarding interpretation of specifications or the SOQ process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of SOQs. Inquiries received within ten (10) days of the date set for receipt of SOQs may not be answered or given any consideration. The Purchasing Agent shall issue any interpretation for a Respondent in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Agent will post that addendum to [www.FWB.org](http://www.FWB.org) and [www.BidNetDirect.com](http://www.BidNetDirect.com) no later than five (5) days prior to the date set for receipt of SOQs.



7.3 RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA. All Respondents must contact the Purchasing Division prior to submitting an SOQ to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the SOQ.

7.4 PUBLIC OPENING. All SOQs will be publicly opened and the list of Respondents read aloud at the City Hall Annex Building, 105 Miracle Strip Parkway SW at the time specified and will be made available for public inspection within ten (10) days after the SOQs opening or when an award decision is made, whichever is earlier.

## **8. TERMS AND CONDITIONS OF CONTRACT:**

CONTRACT REQUIRED. The City and the successful Respondent 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:

8.1 INDEPENDENT CONTRACTOR STATUS; INDEMNITY. At all times the contractor 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 Respondent, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

8.2 COPYRIGHTED, CONFIDENTIAL INFORMATION. If applicable, the Respondent 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. Respondent 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 Respondent shall pay all damages and costs awarded against the City.

8.3 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 Respondent(s) will conduct all required work diligently and as specified by the City.

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

8.5 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 Respondent. If terminated for convenience, the City will calculate the outstanding payments due the Contractor and make that payment pursuant to the Prompt Payment Act. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

8.6 TERMINATION FOR DEFAULT. Contractors will be in default under the Contract if they commit a material breach of the Contract and as otherwise specified in the Contract. The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this RFQ or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default,

the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

8.7 EXECUTION OF AGREEMENT. Within fifteen (15) calendar days after issuance of the Notice of Award, the successful Respondent 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.

In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, or the City may reject all of the proposals. Contractors who default are subject to suspension and/or removal from the City's Proposers List.

8.8 RIGHT TO AUDIT RECORDS: The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor 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.

#### 8.9 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)**

8.9.1 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.

8.9.2. 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.

- 8.9.3. 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.
- 8.9.4 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.
- 8.8.5 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.
- 8.9.6 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.

8.10 FISCAL YEAR FUNDING APPROPRIATION: Unless otherwise provided by this request, the contract for supplies or services may be entered into for a one year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

8.11 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 in any subsequent fiscal period, the contract may be terminated or modified. If the contract is terminated, the contractor shall be entitled to reimbursement for any work delivered or conducted pursuant to the contract.

#### 8.12 FLORIDA PROMPT PAYMENT ACT

- 8.12.1 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:
- A description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services;
  - The amount due, applicable discounts, and the terms of payment;
  - 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;

- The purchase order or contract number as supplied by the City;
- Identification by office, division, or department of to whom the goods or services were delivered or provided.

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

8.12.3 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 was acceptance by the City of the goods or services; and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.

8.12.4 INVOICE DISPUTE PROCEDURE. If there is a dispute between the City and contractor regarding an invoice, the City or contractor 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 contractor 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 contractor.

*This area left intentionally blank.*

## **9. GENERAL TERMS & CONDITIONS**

9.1 **RESPONDENT'S CERTIFICATION FORM:** Each Respondent shall complete the "Respondent's Certification" form included with this request for Qualifications, and submit the form with the SOQ. The form must be acknowledged before a notary public and have the notary seal affixed. SOQs will be rejected if the Respondent's certification is not submitted with the SOQ.

9.2 **PUBLIC ENTITY CRIMES:** 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.

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

9.4 **RESPONDENT'S WARRANTY:** The Respondent 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 Qualifications.

9.5 **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 a Contractor 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.

9.6 **INSURANCE:** A successful Respondent 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-.

### 9.6.1 WORKERS COMPENSATION

- Coverage A - To be in conformity with Florida Statues
- Coverage B - \$500,000/\$500,000/\$500,000

### 9.6.2 COMMERCIAL GENERAL LIABILITY

- Each occurrence for:
 

Bodily Injury/Property Damage	\$1,000,000
Products/Completed Operations	\$1,000,000
- Annual Aggregate For
 

Bodily Injury/Property Damage	\$2,000,000
-------------------------------	-------------
- Products/Completed Operations \$2,000,000

9.6.3 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.

9.6.4 COMMERCIAL 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 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.

9.6.5 PROFESSIONAL LIABILITY: The Contractor shall carry professional liability insurance in an amount of not less than \$500,000.00.

9.7 PERFORMANCE BOND The Contractor will execute and deliver to the City, with the contract, a Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the face amount equal to the value of the contract as surety for faithful performance under the terms and conditions of the Contract. If the Bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City.

9.8 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](mailto: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](mailto:clerk@fwb.org).

9.9 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES: The submission of any SOQ in response to this Request for Qualifications constitutes a SOQ 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 Respondent within the SOQ's documents.

**9.10 MINORITY / WOMAN-OWNED / SERVICE-DISABLED VETERAN OWNED**

**BUSINESS:** In operating within the policy of purchasing quality to suit the intended purposed at the least expense, every effort will be made to purchase from merchants who are certified by the Florida Office of Supplier Diversity and that meet the criteria outlined in F.S. 288. Certification as a Minority Business Enterprise will be an evaluation criteria and will be assigned a weight of 5%. If the respondent meets the definition of a Minority Business Enterprise, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the SOQ will be awarded 5 points by each evaluation committee member.

**9.11 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.

9.11.1 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.

**10. STANDARD FORMS**

THE FORMS LISTED AFTER ARE TO BE COMPLETED AND SUBMITTED WITH YOUR SOQ, AND ARE ATTACHED HEREWITH:

- 10.1. RESPONDENT' S CERTIFICATION
- 10.2. ADDENDUM PAGE with ALL ADDENDA SIGNED
- 10.3. DRUG FREE WORKPLACE FORM
- 10.4. PUBLIC ENTITY CRIME FORM

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

**10.1 RESPONDENT’S CERTIFICATION – RFQ 18-020**

I have carefully examined the Request for Qualifications, Instructions to Respondents, General and Special Conditions, Vendor’s Notes, Scope of Work, proposed agreement and any other documents accompanying or made a part of this Request for Qualifications.

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

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

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

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

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

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

Acknowledged & subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, as the \_\_\_\_\_ (Title)  
of [business name] \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary  
Notary Public, State of \_\_\_\_\_

Personally Known \_\_\_\_\_ -OR- Produced Identification of: \_\_\_\_\_

**10.2 ADDENDUM SUMMARY PAGE – RFQ 18-020**

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 \_\_\_\_\_

**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 SOQ.**

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

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
NAME & TITLE (type or print)

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

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

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
DATE

**10.3 DRUG-FREE WORKPLACE FORM RFQ 18-020**

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

**10.4 PUBLIC ENTITY CRIME FORM – RFQ 18-020 (2 pages)****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 RFQ's 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 SOQs 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 n 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 RESPONDENTS****BID NUMBER: RFQ# 18-020****Date: May 30, 2018**

The City of Fort Walton Beach will accept sealed Statements of Qualification at City Hall Annex until June 28, 2018, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at City Hall Annex Building, Training Room, 105 Miracle Strip Parkway SW, FL 32548 for the following:

**Construction Management Services - Gulfview Hotel Building**

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Copies of this Request for Qualifications' Provisions and Forms may be found at the Florida Bid System website at [www.BidNetDirect.com](http://www.BidNetDirect.com) (registration required), [www.VendorRegistry.com](http://www.VendorRegistry.com) (registration required) or at the City of Fort Walton Beach website at [www.FWB.org/Purchasing](http://www.FWB.org/Purchasing).

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



**A non-mandatory Pre-submittal conference will be held on Wednesday, JUNE 7, 2018 at 10:00AM local time at the City Hall Annex Building, Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida, followed by a visit to the site.**

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

Mark outside of envelope: **RFQ 18-020 Construction Mgmt. Svcs - Gulfview Hotel Building**

**Note: Any Respondent failing to mark the outside of the envelope, as set forth herein may not be entitled to have their SOQ considered.**

Address responses and deliver to:

Purchasing Agent  
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 dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail [clerk@fwb.org](mailto:clerk@fwb.org).