

**CITY OF CRESTVIEW
REQUEST FOR QUALIFICATIONS
RFQ #20-12-15a**

Master Plan Proposal for Foxwood Recreation Complex



Issued By:

Office of the City Clerk
198 Wilson Street North
Crestview, Florida 32536
(850) 682-1560
Fax (850) 682-8077
Website: <http://www.cityofcrestview.org>

Date of Issue: November 10, 2020

Responses Due: December 15, 2020 2:30PM CST

Note: A mandatory Pre-Proposal meeting will be held on December 1st at 9:00 a.m. in the City Hall – Council Chambers at 198 Wilson Street North, Crestview, FL 32536.

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1.0 INTRODUCTION

1.1 **INTENT: The City of Crestview is soliciting Statements of Qualifications (SOQ) for selection of an engineering/ planning firm to develop a Master Plan Proposal for Foxwood Recreation Complex.**

1.2 **QUALIFICATIONS REQUIRED:** Teams desiring to submit their Statement of Qualifications (SOQ) for this project must demonstrate experience and qualifications in the tasks described above, and detailed within this RFQ, with appropriate experienced key personnel in the programming, master planning & design of a multiuse recreation complex and golf course.

1.2.1 Teams of respondents must demonstrate past experience with all team members in the completion of a similar project. Respondents must show that the Team has prior experience working together on a minimum of at least two projects of similar size.

1.2.2 RFQ responders must also demonstrate their ability to meet the selection criteria outlined elsewhere in this RFQ.

1.2.3 Principal firms must be certified to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes.

1.3 **OVERVIEW:** 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 RESPONDENT'S RESPONSIBILITIES

1.4.1 The respondent will be responsible demonstrating the ability to manage a team of professionals experienced in the disciplines related to engineering, land use planning and architectural design/construction management.

1.4.2 The respondent shall provide not less than three (3) references of successful past experience in completing **recreation and or golf course facility** projects with a team-based set-up. (See Section 5.3.1 for more details.)

1.4.3 The SOQ will include a detailed list of firms included on the team. The list must include a comprehensive list of the proposed architectural/engineering firms as well as the proposed construction manager. **Each team member may only be associated with one Statement of Qualifications (This includes the A/E, CM and any sub-consultants).**

1.4.4 Any entity appearing in more than one team will disqualify the SOQ and will not be considered.

1.4.5 The City's intent of this team approach is ensure that the Team is ultimately responsible to the City for the timely and successful completion of this project and has expressed and complete control over the performance of each team

professional.

1.4.6 The Respondent will work directly with City staff in a cooperative role to accomplish the work required.

1.5 STATEMENT OF QUALIFICATIONS SUBMISSION

DEADLINE: December 15, 2020 – 2:30PM local time

1.6 PRE-SUBMISSION MEETING: Those interested in responding to the Request for Qualifications (RFQ) are required to attend a mandatory Pre-Proposal Meeting on December 1, 2020. The meeting will be held at 9:00AM in the City Hall Council Chambers, located at 198 Wilson Street North, Crestview, FL.

1.7 RFQ SCHEDULE: The following identifies the RFQ process schedule*:

RFQ PROCESS	DATE
RFQ Solicitation Issued	November 12, 2020
Pre-Submission Mandatory Meeting	December 1, 2020
Last Day to Submit Written Questions	December 6, 2020
Statements of Qualification (SOQs) Due	December 15, 2020
Initial Evaluation Committee Meeting	January 5, 2021
Short-List Firm Presentations	January 11-15 2021
Final Evaluation Committee Meeting	January 18, 2021
City Council Award – Tentative	January 25, 2021

*All dates are subject to change.

1.8 TERM OF AGREEMENT:

1.8.1 Services shall commence upon conveyance of a fully executed agreement between the City of Crestview and the successful respondent.

1.8.2 Authorization of performance of services by the selected firms(s) under the basic agreement shall be in the form of written task assignments signed by the firm and executed and issued by the City. Each phase 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. 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.

2.0 OVERVIEW OF THE PROJECT

2.1 The project will consist of the following three primary components:

2.1.1 **Existing Conditions and Operational Assessment:** The evaluation will look at the existing conditions of the facility to determine what components of the facility are viable and the feasibility of reopening all or any portion of the existing golf course. This portion of the study will assess any flooding conditions, existing buildings and amenities on the site.

2.1.2 **Master Planning:** The master planning phase will include potential program data collection, public engagement, concept modeling and cost estimates eventually culminating in a presentation to the city council for final plan adoption. The consultant will also provide alternatives on potential funding opportunities to complete the implementation of the master plan.

2.1.3 **Design & Construction Management:** the city council, upon adoption may elect to continue with the design and construction of any or all components of the master plan.

2.2 The City reserves the right to proceed or cancel any of the components of the project. By making a submittal to the City, Teams agree that all risks from such action shall be born entirely by the Team submitting qualifications and no remuneration of any kind shall be made by the City to the Team for damages real or perceived.

This section left intentionally blank.

3.0 THE PROJECT

3.1 PROJECT OVERVIEW: The Team will complete a Master Plan for the Foxwood Country Club property.

3.2 The Plan shall include the following elements

3.2.1 Purpose. Define how the Recommendation(s) fits into the Citywide planning efforts and Comprehensive Plan.

3.2.2 Operational Assessment. Evaluate the operational and space needs for the facility.

3.2.3 Site Programing suggestions. The plan will include suggested programming for the site with data supporting each of the suggested programming options. The programming plan will include recommendations on staffing, space requirements and potential public private partnerships.

3.2.4 Fundability & Revenue sources. Identify sources and uses of available and future funding. This section will include potential revenue sources for the site which may be utilized to offset expenses associated with the construction and management of the facility.

3.2.5 Action Plan. Specific, quantifiable actions establishing project priority based on essential need, ongoing operations and maintenance as well as establishing project phases.

3.2.6 Recommendations. The Recommendation will be presented to the City Council for approval.

4.0 REQUIREMENTS FOR SOQ SUBMISSION:

4.1 Respondents shall carefully read the information in the following evaluation criteria and submit a complete Statement of Qualifications addressing all questions and formatted as directed in Sections 4.2 and 4.3.

4.2 ECONOMY OF PREPARATION. Proposals 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. Emphasis shall be on quality, completeness, clarity of content, and responsiveness to the requirements.

4.3 FORMAT: **Submitted SOQs shall be contained in one three-ring binder. The page count for the SOQs shall not exceed 75 pages in length** (two-sided pages shall count as two pages). The page count shall not include required forms listed in Section 11 of this RFQ, covers, section dividers, or Items 4.3.1 through 4.3.3 of this section. Page size is 8-1/2" x 11" paper. 11x17 shall be counted as two sheets each. A digital copy is also requested and should be contained in the sealed envelope. Emailed submissions will be disqualified.

To provide a degree of consistency in review of the Statements of Qualifications, respondents are requested to prepare their SOQs in the standard format specified below (Sec 4.3.1 – 4.3.7).

- 4.3.1 TITLE PAGE: Proposer should identify the RFQ subject, name of the Respondent's Firm, name and title of contact person for SOQ with their address, telephone number, fax number, email address, and date of submission.
- 4.3.2 TABLE OF CONTENTS: The table of contents should be organized by discrete sections corresponding to the criteria listed in Section 5.0 and the same order, with a clear and complete identification by section and page number of the materials submitted.
- 4.3.3 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:
- A brief statement of the Proposer's understanding of the project and required services.
 - A brief statement that the Proposer meets the minimum qualifications criteria set forth in this RFQ.
 - A positive commitment to perform the services within the time period specified.
 - Identification of the firms that comprise the Proposer's team and a discussion of each firm's role in the project.
 - Names and contact information for the person(s) authorized to represent the Proposer.
 - Name and corporate headquarters address of Proposer;
 - Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
- 4.3.4 STATEMENT OF UNDERSTANDING: Proposers must submit a brief narrative outlining the firm's understanding of the City's goals included in this RFQ. See Criteria Six (Section 5.6) for details.
- 4.3.5 SECTIONS: Separate and identify each criteria response listed in Section 5 of this RFQ by Section. Any additional information submitted shall be included as an attachment to this document and shall be identified by tab for reference.
- 4.3.6 COMPLETENESS. All information required by the Request for Qualifications must be supplied to constitute a legitimate SOQ.
- 4.3.7 **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 provided on either flash drive or CD.** All Documents must be submitted in a sealed envelope or other container with RFQ #20-12-15a and the name of the proposer on the outside
- 4.4 ADDITIONAL INFORMATION. Please provide any other information which you feel would help the Evaluation Committee evaluate your firm for this project.
- 4.5 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.

4.6 **ADDENDUM AND AMENDMENT TO REQUEST FOR RFQ:** If it is necessary to revise or amend any part of this Request for Qualifications, the City Clerk will post the revision by written Addendum on www.cityofcrestview.org. The City may also post on other web portals such as www.VendorRegistry.

4.7 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA.** All Respondents must contact the City Clerk's office prior to submitting a 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.

4.8 **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.**

4.81 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 communication, that act may be grounds for disqualifying the Respondent from consideration for award of the SOQ.**

4.9 **RFQ SOLE CONTACT:**

4.9.1 **Contact Restrictions for Respondents:** All questions or requests for additional information regarding this proposal **MUST** be directed to the City Clerk as indicated in Sec 4.10 below. Prospective Respondents shall not contact any member of the City Manager's Office or other City employees regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City's Website at www.cityofcrestview.org. Any such contact shall be cause for rejection of your submittal.

4.10 **All respondents shall direct communications and inquiries to:**

**Elizabeth Roy, City Clerk
City of Crestview
198 Wilson Street North
Crestview, FL 32536
Phone: (850) 682-1560
Fax: (850) 682-8077
Email: cityclerk@cityofcrestview.org**

4.11 **INQUIRIES:**

4.11.1 **Questions** – A Respondent shall address any questions regarding interpretation of

the RFQ or the process to the City Clerk, in writing and in sufficient time before the period set for the receipt and opening of Statements of Qualifications (SOQ).

4.11.2 Inquiries received within ten (10) days of the date set for receipt of submissions may not be answered or given any consideration. The City Clerk shall issue any interpretation for a Respondent in the form of an addendum to the specifications. If an addendum is issued, the City Clerk will post that addendum to www.cityofcrestview.org no later than five (5) days prior to the date set for receipt of SOQs.

4.12 OTHER EXCEPTIONS TO PROHIBITION OF COMMUNICATION.

4.12.1 Point of Contact - The City Clerk, or a designee, may initiate any necessary communication with a respondent to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the SOQs.

4.12.2 Discussion of SOQs - The City Clerk, 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.

4.12.3 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.

4.12.4 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.

5.0 SOQ CRITERIA (SIX CRITERIA):

5.1 CRITERIA ONE: Respondent's statement of qualifications and availability to undertake the project.

5.1.1. Provide a statement of interest for the Project including a narrative describing the respondent's unique qualifications as they pertain to this particular Project.

5.1.2 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

5.1.3 Provide evidence of your firm's financial strength including current financial statement.

5.1.4 Provide evidence of your firm's ability to meet all bonding and insurance requirements required by the City of Crestview. The DB 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.

5.1.5 Identify firm's executives who have current claims or who have participated in litigation against the City of Crestview while with another firm. Executives of firms currently under litigation with the City may not be considered for this project.

5.1.6 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.

5.2 CRITERIA TWO: Qualifications of Team Members

5.2.1 Describe your management philosophy for the A/E and CM delivery method.

5.2.2 **The proposal will include a detailed list of firms included on the team.** The list must include a comprehensive list of the proposed firms as well as the proposed CM. **Each team member may only be associated with one proposal. Any entity appearing in more than one team proposal will disqualify the respondent's proposal and will not be considered.**

5.2.3 Describe in both written and graphic form the proposed team members, both key individuals and other firms if applicable, for both the design and construction phases of the Project.

- For each key individual and firm explain why they are being proposed for this Project. Provide expected percentages of the individual's time committed to this project.
- Articulate the lines of authority and communication for each team that will be directly involved in the Project.

5.2.4 Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project.

5.2.5 For the proposed Team, provide a one (1) page resume for each team member and

the key individuals from each team that will be directly involved in the Project. Include their experience with similar projects, number of years with the firm, and their place of residence.

5.3 CRITERIA THREE: Respondent's Performance on Past Representative Projects

5.3.1 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. **Not less than two (2) of the examples must include a project where ALL of the proposed firms in the team have completed the project together.**

5.3.1.1 The examples provided shall reflect the Respondent's ability to interpret the construction plans and satisfactorily execute work of the type proposed.

5.3.1.2 Provide a description of the company's current backlog of work and relationship of this to the capacity of your work force.

5.3.1.3 List the projects in order of priority, with the most relevant project first.

5.3.1.4 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

5.3.1.5 Provide References for each project listed in Section 5.3.1 above, identify the following:

- The Client's name and their representative during the design and construction phases of the project, provide contact information, including telephone number.
- Each team member's name and their representative during the design and construction phases, provide contact information, including telephone number.
- 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 RFQ, 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.

5.3.3 Describe the functions and percentages of local subcontractor and supplier involvement on related past projects submitted via Section 5.3. Provide the approach, disciplines, and percentages of local subcontractor and supplier participation proposed for this Project.

5.4 CRITERIA FOUR: Respondent's Ability to establish budgets and control costs.

5.4.1 Describe your fiduciary responsibility as a Team using sound construction estimating and budgeting principles for publicly funded projects.

5.4.2 Describe your methodology for working with the Team and the City to deliver a sound project budget and to maintain that budget throughout the design and construction process for the Project.

5.4.3 Describe your cost estimating methods. From any of the projects listed in response to Section 5.3.1, describe how the cost estimates were developed, how often they were updated, and the degree of accuracy achieved.

5.5 CRITERIA FIVE: Respondent's ability to meet schedules.

5.5.1 Describe how you will develop, maintain and update the project schedule during design and construction phases of the Project.

5.5.2 Describe your experiences in dealing with difficult and dynamic project schedules.

5.5.3 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 5.3.1, provide examples of how these techniques were used.

5.5.4 Provide a proposed schedule to complete the required components of the proposal.

5.6 CRITERIA SIX: Statement of Understanding.

5.6.1 Provide a statement of understanding of the project requirements as described in this RFQ & Exhibit A. The Team should provide this section to clearly outline their understanding of the project and specifically how their past experience as a team will best qualify the Team for the project.

5.6.2 By submitting a SOQ, the Respondent certifies that they have fully read and understand the RFQ's method and has full knowledge of the scope, nature, and quality of work to be performed.

6.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ):

6.1 SOQ SUBMISSIONS: Submit sealed SOQs - one (1) original and five (5) complete copies, along with one (1) electronic copy, to the City Clerk's Office no later than 2:30 p.m.

local time, December 15, 2020. SOQs will not be accepted after this time.

6.2 Deliver SOQs to:

**City Clerk's Office
Attn: Elizabeth Roy
City of Crestview
198 Wilson Street North
Crestview, FL 32536**

6.3 **Submitted envelopes should be marked on the outside envelope: "Master Plan Proposal for Foxwood Recreation Complex"**

6.4 LATE SUBMITTALS. 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 proposals to the location designated for receipt of submittals.

6.5 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.

6.6 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.).

6.7 REQUESTS FOR ADDITIONAL INFORMATION: The Respondent shall furnish such additional information as the City of Crestview may reasonably require. The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate.

6.8 PUBLIC OPENING. All proposals will be publicly opened and the list of Respondents read aloud in the City Hall Annex Building, 198 Wilson Street North, Crestview, FL at the time specified and will be made available for public inspection within thirty (30) days after the RFQ opening or when an award decision is made, whichever is earlier.

6.9 AWARD PRESENTATION. The City Manager has tentatively scheduled to present the SOQs to City Council on January 25, 2021 (tentative) to recommend entering into a contract with the top-ranked firm(s) or to reject all SOQs.

6.10 VENDOR PROTESTS: 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 City Council has awarded the purchase.

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

7.0 SOQS SUBMISSIONS – ADDITIONAL TERMS

7.1 The RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the City. Selection will be based upon qualifications and the Respondent's proposed plan. 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.

7.2 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, the Respondent accepts the evaluation process as outlined in Section 8 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.

7.3 REQUESTS FOR ADDITIONAL INFORMATION: The Respondent shall furnish such additional information as the City of Crestview may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

7.4 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.

7.5 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.

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

7.7 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.

7.8 ADDENDUM AND AMENDMENT TO REQUEST FOR QUALIFICATIONS: If it is necessary to revise or amend any part of this Request for Qualifications, the City Clerk will post any revisions by written Addendum on www.cityofcrestview.org, and www.vendorregistry.com. **It is the responsibility of interested firms to check for and include any addenda prior to submitting their RFQ.**

7.9 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 proposal 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 and exclusion.

7.10 PROPERTY OF CITY: All SOQs received from Respondents in response to this Request for Qualifications will become the property of the City of Crestview 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.

7.11 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.

7.12 PROPOSER'S CERTIFICATION FORM

7.12.1 Each Respondent shall complete the "Proposer's Certification" form included with this Request for Qualifications and submit the form with the SOQ. The form must be acknowledged before a public notary and have the notary seal affixed. SOQs will be rejected if the Proposer's Certification is not submitted with the proposal.

7.12.2 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.

7.13 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.

7.14 DRUG-FREE WORKPLACE CERTIFICATION FORM

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.

7.15 AMERICANS WITH DISABILITIES ACT

The City of Crestview adheres to the Americans with Disabilities Act and will make reasonable accommodations to participate in this process by a physically handicapped person upon notice at least seven (7) days before the date on which the accommodation is requested. Please call the City Clerk, Elizabeth Roy, at 850-682-1560 or e-mail at cityclerk@cityofcrestview.org to make a request.

7.16 MINORITY / WOMAN-OWNED / SERVICE-DISABLED VETERAN OWNED / VETERAN OWNED BUSINESS:

7.16.1 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.

7.16.2 Certification as a Minority Business Enterprise will be an evaluation criterion 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.

7.17 LOCAL MERCHANT PREFERENCE:

7.17.1 In accordance with Section 4.01.02 of the City of Crestview 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.

7.17.2 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.

8.0 EVALUATION PROCESS

8.1 **EVALUATION COMMITTEE:** An Evaluation Committee consisting of at least three (5) 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.

8.2 **RATING SYSTEM:** The Evaluation Committee will rate all SOQs utilizing the Weighted Rating System shown in Section 9. The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals

8.3 **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.

8.3.1 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.

8.3.2 If presentations are elected, the City Clerk 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.

8.4 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.

8.5 The Evaluation Committee will meet at dates and times, subject to change, shown in section 1.7 in the City Hall Council chambers, 198 Wilson Street North in Crestview

9.0 EVALUATION CRITERIA

9.1 QUALIFICATION STATEMENT EVALUATION FORM:

9.1.1 EVALUATION FORM – RFQ 20-12-15a			
	ASSIGNED WEIGHT	RATING*	WEIGHTED RATING
Respondent’s statement of Firm’s financial qualifications and availability to undertake the project.	5%	0 to 5	
Qualifications of DB Team.	15%	0 to 5	
Respondent’s performance on past representative projects.	20%	0 to 5	
Respondent’s ability to establish budgets and controls costs.	20%	0 to 5	
Respondent’s ability to meet schedules.	10%	0 to 5	
Statement of Understanding	20%	0 to 5	
Minority/ Woman-Owned / Disabled Veteran / Veteran-Owned Enterprises Preference Per City’s Purchasing policy.	5%	0 or 5	
Local Merchant Preference per City’s Purchasing Policy	5%	0 or 5	
TOTAL WEIGHTED RATING:			
Total Points 100 points			
PRESENTATION EVALUATION CRITERIA	ASSIGNED WEIGHT	RATING*	WEIGHTED RATING
Presentation/Q &A (For Short-Listed Firms)	50%	0 to 10	
FINAL WEIGHTED RATING:			

* Ratings:

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

9.2 The City Clerk, 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.

10.0 TERMS AND CONDITIONS OF CONTRACT: CONTRACT REQUIRED. The City and the successful Respondent(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.

10.1 **CONTRACT TERM.** The term of the contract shall be based on the phases of the Project and are contingent upon City Council approval at each phase.

10.2 **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.

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

10.4 **INDEPENDENT CONTRACTOR STATUS; INDEMNITY.** At all times the Respondent 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.

10.5 **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.

10.6 **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. 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 Respondent shall pay all damages and costs awarded against the City.

10.7 **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.

10.8 **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 Respondent and make that payment pursuant to the Prompt Payment Act.

10.9 **TERMINATION FOR DEFAULT.** Successful Respondent will be in default under the Contract if they commit a material breach of the Contract and as otherwise specified in the Contract.

10.10 FLORIDA PROMPT PAYMENT ACT

10.10.1 **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:

10.10.1.1 A description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services;

10.10.1.2 The amount due, applicable discounts, and the terms of payment;

10.10.1.3 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;

10.10.1.4 The purchase order or contract number as supplied by the City;

10.10.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided;

10.10.2 **DELIVERY OF INVOICE.** All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, City of Crestview, P O Box 1209, Crestview, Florida, 32536.

10.10.3 **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 Respondent has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.

10.10.4 **INVOICE DISPUTE PROCEDURE.** If there is a dispute between the City and Respondent regarding an invoice, the City or Respondent 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 Respondent 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 Respondent.

10.11 RIGHT TO AUDIT RECORDS

- 10.11.1 The City shall be entitled to audit the books and records of a Respondent or any sub-consultant to the extent that such books and records relate to the performance of such contract or sub-contract.
- 10.11.2 Such books and records shall be maintained by the Respondent 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.

10.12 PUBLIC RECORDS

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

**CITY CLERK – CITY OF CRESTVIEW
198 WILSON STREET NORTH
CRESTVIEW, FLORIDA 32536
850-682-1560
cityclerk@cityofcrestview.org**

- 10.12.1 Respondent 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, Respondent 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.
- 10.12.2 Respondent 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 Respondent does not transfer the records to the City.

- 10.12.3 Upon completion of the contract, Respondent shall transfer, at no cost, to the City all public records in possession of the Respondent or keep and maintain public records required by the City to perform the service. If Respondent transfers all public records to the City upon completion of the contract, Respondent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Respondent keeps and maintains public records upon completion of the contract, Respondent shall meet all applicable requirements for retaining public records.
- 10.12.4 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.
- 10.12.5 Failure of Respondent 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.
- 10.12.6 If Respondent fails to provide the public records to the City within a reasonable time Respondent may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Respondent 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.

10.13 FISCAL YEAR FUNDING APPROPRIATION

- 10.13.1 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.
- 10.13.2 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 Respondent shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

10.14 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES

The submission of any proposal 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 proposer within the proposal documents.

10.15 INSURANCE & BONDS

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

10.16 INSURANCES REQUIRED

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-.

10.16.1 WORKERS COMPENSATION

Coverage A - To be in conformity with Florida Statutes

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

10.16.2 COMMERCIAL GENERAL LIABILITY

10.16.2.1 Each occurrence for:

Bodily Injury/Property Damage \$1,000,000

Products/Completed Operations \$1,000,000

10.16.2.2 Annual Aggregate for:

Bodily Injury/Property Damage \$2,000,000

Products/Completed Operations \$2,000,000

10.16.2.3 All coverage above shall include the following provisions: the City of Crestview 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.

10.16.3 COMMERCIAL AUTOMOBILE LIABILITY

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

10.16.3.1 This coverage shall include the following provisions: The City of Crestview 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.

10.16.4 PROFESSIONAL LIABILITY

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

10.17 BONDS REQUIRED

10.17.1 PERFORMANCE BOND /LETTER OF CREDIT 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.

10.17.1.1 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.

10.17.1.2 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.

10.17.1.3 Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570, entitled "Surety Companies Acceptable on Federal Bonds", or otherwise acceptable to the City.

10.17.2 LABOR & MATERIAL PAYMENT BONDS

10.17.2.1 Labor & Material Payment Bonds equal to one hundred percent (100%) of the Contract price will be required.

10.17.2.2 Labor & Materials Payment Bonds shall accompany the contract be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract by date.

11.0 STANDARD FORMS

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

- PROPOSER'S CERTIFICATION
- ADDENDUM PAGE

- DRUG FREE WORKPLACE
- PUBLIC ENTITY CRIME FORM
- PUBLIC RECORDS ADDENDUM

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.

11.1 ATTACHMENT A

PROPOSER’S CERTIFICATION (RFQ 20-12-15a)

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 Crestview 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: _____

County of: _____

Acknowledged and subscribed before me on the _____ day of _____, 2020,

by _____, as the _____ of

[business] _____.

Signature of Notary

Notary Public, State of _____

Personally Known _____

-OR-

Produced Identification of: _____

End of Attachment A

11.2 ATTACHMENT B

ADDENDUM PAGE (RFQ 20-12-15a)

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 SUBMITTAL.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

End of Attachment B

11.3 ATTACHMENT C

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on _____, 2020, 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

11.4 ATTACHMENT D

PUBLIC ENTITY CRIME FORM

**REQUEST FOR QUALIFICATIONS - RFQ # 20-12-15a
PREQUALIFICATION AND SELECTION FOR GENERAL 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, SOQ or Contract #20-12-15a

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,

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: _____

STATE OF FLORIDA
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 _____, 2020, and is personally known to me, or has provided _____ (driver's license/military id) as identification.

Notary Public

My Commission expires: _____

End of Attachment D

11.5 ATTACHMENT E

PUBLIC RECORDS ADDENDUM

_____, as Proposer, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. 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 this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency 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 this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. **If Proposer has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:**

**City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org**

- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Signature

End of Attachment E

12.0 NOTICE TO PROPOSERS

CITY OF CRESTVIEW, FLORIDA
BID NUMBER: RFQ# 20-12-15a

Date: November 12, 2020

The City of Crestview will accept sealed proposals at City Hall until December 15, at 2:30 PM, CST, at which time all proposals received will be opened and read aloud at City Hall Council Chambers 198 Wilson Street North, Crestview, FL for the following:

Master Plan Proposal for Foxwood Recreation Complex

Copies of RFQ Provisions and Forms may be found at the City of Crestview website at www.cityofcrestview.org.

Please note: A mandatory Pre-Proposal meeting will be held on December 1, 2020, 9:00 AM a.m. at City Hall (Council Chambers) located at 198 Wilson Street North, Crestview, FL 32536.

Additional technical information relative to this RFQ may be obtained from Elizabeth Roy, City Clerk, at cityclerk@cityofcrestview.org

The City of Crestview 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 Crestview.

Mark outside of envelope: **RFQ 20-12-15a – Master Plan Proposal for Foxwood Recreation Complex**

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:

Office of the City Clerk
City of Crestview
198 Wilson Street North
Crestview, FL 32536

The City of Crestview adheres to the Americans with Disabilities Act and will make reasonable accommodations to participate in this meeting by a physically handicapped person upon notice at least 48 hours before the date on which the accommodation is requested. Please call the City Clerk, Elizabeth Roy, at 850-682-1560 or e-mail at cityclerk@cityofcrestview.org to make a request.