

**CITY OF FORT WALTON BEACH
REQUEST FOR PROPOSALS
RFP #24-004**

**Professional Planning Services –
Downtown Design Guidelines Manual**



Issued By:

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

Date of Issue: January 9, 2024

Responses Due: February 8, 2024 2:30 PM Local Time

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1.0 INTRODUCTION

1.1 The City of Fort Walton Beach Growth Management Department is seeking a qualified professional planning firm or consultant to facilitate a community planning process that culminates in the development of a Downtown Design Guidelines Manual for the Downtown area of Fort Walton Beach, Florida. The selected consultant will facilitate the public outreach efforts, develop conceptual elements based on the input received through the public participation efforts, and prepare recommendations for the urban design for Downtown Fort Walton Beach.

1.2 The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf.

1.3 The information in this Request for Proposals outlines the scope of work, guidelines for proposal preparation, selection procedure, and contract requirements for firms interested in providing services.

1.4 REQUESTS FOR PROPOSALS DEADLINE: February 8, 2024 – 2:30PM local time

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

RFP PROCESS	DATE
RFP Solicitation Issued	January 9, 2024
Proposals Due	February 8, 2024
Evaluation Committee Meeting (tentative date)	February 20, 2024
City Council Award – (tentative date)	March 12, 2024






1.6 TERM OF AGREEMENT: Services shall commence upon the issuance of a city-signed purchase order and fully executed agreement between the City of Fort Walton Beach and the successful respondent and services shall be completed within one-hundred, eighty (180) calendar days.

2.0 SCOPE OF SERVICES

2.1 Overview - This project is intended to result in the creation of a Downtown Design Guidelines Manual. This plan will establish a “toolbox” of architectural components that will achieve the desired downtown vision while providing flexibility to existing property owners and new developers. The Downtown Design Guidelines are intended to enhance the success of the broader CRA (Community Redevelopment Area) efforts and concentrate the focus on improving the vibrant economic potential of the downtown area.

- 2.2 Downtown Design Guidelines Manual. The Downtown Design Guidelines sets forth the overall architectural/aesthetic vision for the downtown area and are a key component in the implementation of the Downtown Master Plan. The ultimate goal is to create a unified vision for Downtown by developing design guidelines that assist developers with design and construction requirements that combine the City's vision for the CRA and the Downtown District.
- 2.3 Guidelines. The Downtown Design Guidelines will include, at a minimum, the following elements:
- 2.3.1 Land uses (horizontal and vertical): The proposed Downtown District Design Guidelines should provide design criteria for the compatibility, connectivity, and buffering between the proposed entertainment, retail, office, residential, and public spaces. The land use guidelines should consider each block within the DDOD (Downtown Design Overlay District) boundary in terms of orientation, access, and public improvements while not being too prescriptive in terms of proposed land uses that would inhibit or discourage private redevelopment.
- 2.3.2 Building Height, Orientation, and Massing: The proposed building massing and interior function/use orientation to public streets, amenities, parking, etc. is critical to achieving the Downtown Master Plan vision. Similarly, and related to the above mentioned land use section, it is important that the proposed architectural design guidelines define the Downtown character/materials while providing flexible development regulations that achieve the Downtown Master Plan vision.
- 2.3.3 Architectural Character and Materials: Design guidelines honoring existing historic structures while allowing contemporary, mixed use infill development include a diverse and appropriate range of construction materials.
- 2.3.4 Streetscapes and Parking: Streetscape design is critical to Downtown businesses and should provide adequate width for both vehicles (motorized and non-motorized) and pedestrians. Unique City, District, and wayfinding signage with multiple access points, efficient circulation, and adequate parking are essential to visitor experience. Strong emphasis should be placed on implementing high quality streetscape amenities that accentuate City character and support adjacent businesses.
- 2.3.5 Parks, Plazas, and Public Spaces: The planning and design of the outdoor public environment is equally important to the buildings they support. The Fort Walton Beach Landing is the signature open space and outdoor venue within the City and was recently master planned to enhance the outdoor amenities and special event facilities. The Downtown Master Plan includes additional outdoor spaces such as the proposed town square located at the intersection of Florida Place and Miracle Strip Parkway and the waterfront area located under the expanded Brooks Street Bridge.

- 2.3.6 Site Furnishings, Lighting, Signage, and Public Art: Exterior materials and furnishings provide a “kit-of-parts” that support the overall City “brand”, as well as the Downtown District character. The Downtown Master Plan and the Fort Walton Beach Landing Park Improvement projects.
- 2.4 The Consultant shall consider and include the following items in development of the Downtown Design Guidelines:
- 2.4.1 Downtown Fort Walton Beach: Define the identity, the character, the theme, and the resources that bring people to Downtown.
- 2.4.2 The basis of the Downtown Design Guidelines should be the goals, objectives and strategies identified in the Downtown Master Plan, CRA Plan, Land Development Code, the Comprehensive Plan, the Downtown Business & Entertainment Overlay District, the Landing Improvement Project, the FDOT Brooks Bridge Replacement Project, the FDOT Around the Mound PD&E Study, and any other plans developed over time within this area.
- 2.4.3 Coordinate with public sector officials/agencies and private sector stakeholders to grasp the history and understanding of the planning studies and past initiatives associated with the redevelopment of the downtown area. Establish a meeting schedule for each group.
- 2.4.3.1 Private sector stakeholders include existing businesses, property owners, organizations, citizens, special interest groups, and area residents.
- 2.4.4 Plan should evaluate the Downtown Design Guidelines area, based on the systematic analysis of land use data, available information, current conditions and plan objectives. The Consultant, in coordination with public sector officials and private stakeholders, shall determine if guidelines should vary based on the downtown sub-districts identified in the Downtown Master Plan.
- 2.4.5 Review past studies and plans related to the Downtown area, which include the following:
- **CRA Plan** <https://www.fwb.org/DocumentCenter/View/1397/2019-CRA-Plan->
 - **Comprehensive Plan** <https://www.fwb.org/243/Comprehensive-Plan>
 - **Land Development Code**
https://library.municode.com/fl/fort_walton_beach/codes/land_development_code
 - **Downtown Design Overlay District**
https://library.municode.com/fl/fort_walton_beach/codes/land_development_code?no_deId=CH4DEST_4.02.00DESTMIEDI_4.02.04SIDESTDODEOVDIDD

- **Landing Park Master Plan**  [US98 Round the Mound Final Feasibility Report August 2020.pdf](#)
- **Around the Mound PD&E Study** (PD&E in progress, feasibility study complete)  [US98 Round the Mound Final Feasibility Report August 2020.pdf](#)
- **Entertainment District**
https://library.municode.com/fl/fort_walton_beach/codes/code_of_ordinances?nodeId=CH8LIBURE_8.09DOBUENDI
- **CRA Wayfinding Design Plan**
 [2021.04.06 F15802 FWB Wayfinding Signage System Plan FINAL.pdf](#)
- **Downtown Master Plan**
<https://www.fwb.org/DocumentCenter/View/553/Downtown-Master-Plan-PDF?bidId=>
- **Urban Design Guidelines 2000** (not adopted by City)  [Urban Master Plan 2000.pdf](#)
- **Architectural Design Guidelines 2008** (not adopted by City)
 [Architectural Guidelines 2008.pdf](#)

2.4.6 Identify opportunities for public realm improvements in the form of streetscapes, gateways, waterfront walkways, parks and recreation trails, street classifications, connectivity, and infrastructure (including utilities).

2.4.7 Identify issues and concerns such as: traffic and pedestrian circulation, pedestrian safety, parking need, deterioration of physical conditions and the existence of irregular and/or small lots sizes.

2.5 The Public Participation process for this project will include, at a minimum, the following elements:

2.5.1 The Consultant will identify key stakeholders within the Downtown area and develop a Stakeholder Committee at the beginning of the project.

2.5.2 In addition to ongoing coordination with City Staff throughout the duration of the project, the Consultant shall coordinate a minimum of three (3) community/stakeholder meetings and two (2) City Council meetings throughout this project. Proposed public meeting/project coordination schedule as follows:

- Kick-off meeting with City staff
- **Community/Stakeholder Meeting**
- **City Council Workshop**
- **Stakeholder Charrette**
- Draft #1 Design Guidelines Preparation
- Draft #1 Design Guidelines Review by City Staff
- Meeting with City Staff to discuss Draft #1 Guidelines Plan

- **Community/Stakeholder Meeting**
 - Draft #2 Design Guidelines Preparation
 - Draft #2 Design Guidelines Review by City Staff
 - Meeting with City Staff to discuss Draft #2 Guidelines Plan
 - **City Council Meeting**
 - Downtown Design Guidelines Plan finalized to address City Council comments
- 2.5.3 The Consultant will conduct stakeholder interviews with local business owners, property owners, realtors, etc.
- 2.5.4 The Consultant will conduct online surveys to gather information on project related items.
- 2.5.5 The Consultant will facilitate meetings, workshops, interviews, and development of public outreach materials.
- 2.6 Deliverables:
- 2.6.1 The Consultant shall provide community meeting handouts and poster boards as necessary to facilitate the community/stakeholder meetings and charette. The Consultant shall provide a community/stakeholder meeting presentation in PowerPoint format.
- 2.6.2 The Consultant shall prepare and manage a community/stakeholder on-line survey and provide survey results in .pdf format.
- 2.6.3 The Consultant shall provide a Draft #1 Design Guidelines Manual in Microsoft Office format (Word or similar).
- 2.6.4 The Consultant shall provide a Draft #2 Design Guidelines Manual in Microsoft Office format (Word or similar).
- 2.6.5 The Consultant shall provide a final presentation in PowerPoint format.
- 2.6.6 The Consultant shall provide a final Downtown Design Guidelines Manual in Microsoft Office (Word or similar) and .pdf formats and any/all graphical illustrations shall be available for City Staff in high resolution format for future use.
- 2.7 Licensing:
- 2.7.1 At least one member of the consulting team holding AICP (American Institute of Certified Planners) certification is preferred.

3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:

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

3.1 **ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of this Request for Proposals and **should not exceed 50 pages in length**. The page count criteria are listed in Section 3.2 of this RFP.

3.2 **FORMAT: To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below** (See Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 50 pages in length (two-sided pages shall count as two pages). The page count shall not include required forms listed in Section 10 of this RFP, section dividers, or Items 3.2.1 through 3.2.3 of this section:

- 3.2.1 **TITLE PAGE:** Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission.
- 3.2.2 **TABLE OF CONTENTS:** The table of contents should include a clear and complete identification by section and page number of the materials submitted.
- 3.2.3 **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:
- Name and corporate headquarters address of Proposer;
 - Name and location of regional/local office which will be the City's designated primary office.
 - Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
 - Description of the Proposer's project plan;
 - The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the City.
- 3.2.4 **STATEMENT OF UNDERSTANDING:** Proposers must submit a brief narrative outlining the firm's understanding of the City's goals and types of projects in this RFP for the creation of a design guidelines manual for the downtown area.
- 3.2.5 **SIMILAR PROJECT EXPERIENCE.** Provide detailed examples demonstrating experience for the type of work requested in the Scope of Services. Specifically, proposers should be detailed in describing their level of experience in similar or related work working with local communities to create a Design Guidelines Manual.

- List Consultant’s qualified personnel that have direct experience with the creation of Design Guideline documents, CRA Plans, and Master Plans.
 - Provide employee job title, work responsibilities and resumes.
- List cities for which the Consultant has provided professional master planning services; provide three (3) references, including contact person, phone number and email address.

3.2.6 WORK PLAN & AVAILABILITY OF RESOURCES. Proposers must submit an outline of the firm’s anticipated schedule, work plan and resources available to complete the elements described in the scope of services. Also provide a detailed discussion on the intended project management processes that will be employed during this project.

3.2.6.1 Proposer’s project schedule shall include a description of the overall project timeline, including time required to complete each specific task identified in the proposal scope of services including the following:

- Schedule and Timeline for Citizen Participation Process.
- Schedule of notification requirements to applicable agencies and organizations.
- Schedule of public meetings with the City Council, stakeholders, community organizations, associations, residents, citizens, and other interested parties.

3.2.6.2 Readiness to Proceed. Proposer’s shall provide the current and planned workloads, including company resources allocations, in order to verify the Proposer can meet the required performance parameters of this contract in a timely manner. Proposer shall provide detailed information concerning available staff and work load of the firm’s designated office for this project and to establish the readiness to proceed status of the Proposer.

3.2.7 PROJECT TEAM MEMBERS. Identify the Project Team and provide resumes (limited to one page per employee) of the individuals who will perform the required tasks of this project. The resumes shall include the professional credentials and experience of the firm’s key members who will complete the required tasks. Identify the proposed Project Manager who the City will have primary contact for all work associated with this RFQ.

3.2.7.1 For each member of the project team, provide their:

- Title
- Area of Specialty in Planning or related fields
- Office Location assigned for previous two years. If recently reassigned, provide explanation and timing. Total years of experience

- Years with firm
 - Specific involvement/role proposed for project
 - Specific involvement/role in projects used as references or experience summary.
- 3.2.7.2 Include an organizational chart for the proposed project team.
- 3.2.7.3 This item shall also include a short descriptive summary of the firm’s key members experience in each of the areas outlined in the Scope of Services. Each program area identified in the Scope of Services shall be limited to a one page summary.
- 3.2.7.4 This item shall also include a discussion of any sub-consultants that may be employed for this contract, including their qualifications and roles in any project.
- 3.2.8 **REFERENCES.** Please list a minimum of three (3) references **from municipal governments** with at least the following information:
- Government Name /Department
 - Contact Individual Name
 - Contact’s Title
 - Phone Number and email address
 - Brief Description of the Project(s) Completed, including CRA Projects.
- 3.2.8.1 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 RFP and subsequent RFP, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the Proposer.
- 3.2.9 **COST PROPOSAL.** Provide total project cost as a not to exceed price to complete the project in its entirety.
- 3.2.9.1 The total project cost should be the sum total of the quantitative cost to complete each task included in the proposal scope of services.
- 3.2.9.2 The quantitative cost breakdown shall also include the detailed cost for the Proposer to participate in all the public hearings and other various meetings referenced in the RFP and included in the Proposer’s project schedule.

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

3.2.11 PRIMARY OFFICE LOCATION. Identify the location of the **primary Florida office** that will perform the majority of the work on this contract:

- Office Address
- Length of time the office has been open and operational.
- Office lease terms for continued use.
- The project manager must reside in the primary office locale and have been assigned to that office.
- This item shall also include pertinent information concerning the location of the primary firm of the Proposer.

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

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

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

3.5.1 Sole Point of Contact: Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below in section 3.5.6.**

3.5.2 The Purchasing Manager, or a designee, may discuss a submission directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to the “short-list” for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

- 3.5.3 **Vendor Inquiries:** Any questions related to interpretation of scope of work or the bid process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of bids.
- 3.5.3.1 Inquiries, if received prior to ten (10) days of the date set for the receipt of proposals, will be answered.
- 3.5.3.2 Any inquiries received after that time, will not be answered or given any consideration.
- 3.5.3.3 Oral answers will not be authoritative.
- 3.5.4 **Addenda:** The Purchasing Manager shall issue any City responses for proposers' inquiries in the form of an addendum to the RFP, posted on www.FWB.org, as timely as possible. If an addendum is issued, the Purchasing Manager will post the final addendum to all proposers no later than five (5) days prior to the date set for receipt of proposals.
- 3.5.5 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA:** It is the responsibility of all proposers to contact the Purchasing Division prior to submitting a proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the RFP.
- 3.5.6 **All proposers shall direct communications & inquiries to the City's sole Point of Contact:**

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

**Telephone: (850) 833-9523 Fax: (850) 833-9643
Email: gscott@fwb.org
Website: <http://www.fwb.org>**

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4.0 SUBMISSION OF PROPOSALS

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

4.2 **SUBMISSIONS:** Sealed proposals must include:

- One (1) unbound original, and six (6) complete paper copies of the proposal;
- One (1) electronic copy of the proposal on a USB:
 - **ELECTRONIC COPIES MUST BE IDENTICAL IN ALL RESPECTS TO THE PAPER COPY SUBMITTED. Electronic copy should be a single file including all pages as submitted in the hardcopy.**

4.3 **RECEIPT OF BIDS, DUE DATE:** Sealed proposals shall be submitted to the **Purchasing Division Office no later than 2:30 PM (CST), on February 8, 2024.** Proposals shall not be accepted after this time and date. Each proposal shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.

4.3.1 **FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:**
Use the following address:

**City of Fort Walton Beach – Attn: Purch Div
105 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548**

4.3.2 Envelopes should be marked: “RFP 24-004 Professional Planning Svcs”.

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



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

SEALED BID DO NOT OPEN

**SEALED RFP#: 24-004
RFP TITLE: Prof. Planning Services
DUE DATE/TIME: 02/08/2024 2:30 PM – Central Time**

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

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

5.0 EVALUATION PROCESS

5.1 **EVALUATION COMMITTEE:** An Evaluation Committee consisting of at least three members assembled by the City will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the City.

5.1.2 The proposals will be evaluated on both qualifications and the technical merits of the firm. If needed, the Evaluation Committee will “short-list” between minimum of three (3) and up to (5) firms that best meet the City's needs based upon its evaluation of all of the proposals. Proposals will be evaluated in accordance with the rating system listed in Section 6 below.

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

5.3 The Evaluation Committee will meet at 10:00 A.M. on February 20, 2024 (tentative date) at the City Hall Annex Building located at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL.

5.4 **PRESENTATIONS:**

5.4.1 At the sole determination of the City, firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.

5.4.2 If presentations are elected, the Purchasing Manager shall schedule the time & location of presentations and notify the selected firms. Presentation shall be limited to a total of 45 minutes, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this project.

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

5.4.4 After the presentations and Evaluation Committee scoring, in the event of a tie, the City reserves the right to request clarification of presentation information and/or request a second presentation from the tied firms.

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

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

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

5.8 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS. The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

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

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6.0 EVALUATION CRITERIA

6.1 RFP EVALUATION CRITERIA: The proposal submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria below, and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting proposals.

6.2 QUALIFICATION STATEMENT EVALUATION FORMS:

6.2.1 PROFESSIONAL PLANNING SERVICES			
SHORT-LISTING EVALUATION CRITERIA	ASSIGNED WEIGHT	RATING*	WEIGHTED RATING
Similar project experience	20%	0 to 5	
Schedule, Work Plan, and Readiness to proceed	25%	0 to 5	
Project Team Member Qualifications	15%	0 to 5	
Statement of Project Understanding	10%	0 to 5	
Project Price	15%	0 to 5	
Primary Office Location 5 = within City Limits 4 = within 10 miles 3 = within 50 miles 2 = within 60 miles 1 = within 75 miles 0 = Further than 75 miles	5%	0 to 5	
MOB/WOB/Disabled Veteran & Veteran-Owned Business	5%	0 or 5	
Local Merchant Preference	5%	0 or 5	
TOTAL WEIGHTED RATING:	100%		
PRESENTATION EVAL CRITERIA (if needed)	ASSIGNED WEIGHT	RATING	WEIGHTED RATING
Presentation/Q &A (For Short-Listed Firms)	50%	0 to 10	
Original Proposal submitted	50%	0 to 5	
FINAL WEIGHTED RATING:	100%		

* Ratings:

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

- 6.2.2 The Purchasing Manager, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the submissions.

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

7.0 CONDITIONS OF PROPOSALS

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

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

7.3 PROPOSER'S CERTIFICATION FORM

7.3.1 Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposal, and submit the form with the proposal. The form must be acknowledged before a public notary and have the notary seal affixed. Proposals will be rejected if the Proposer's Certification is not submitted with the proposal.

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

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

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

7.6 **PROPOSER'S WARRANTY.** The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this Request for Proposal.

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

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

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

7.10 **PROTEST PERIOD.** Respondents who do not agree with the City Council's recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days after award by City Council.

8.0 TERMS AND CONDITIONS OF CONTRACT

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

8.2 **CONTRACT TERM.** The term of the contract shall be for a period of **180 CALENDAR DAYS.**

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

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

8.5 **COPYRIGHTED, CONFIDENTIAL INFORMATION.** If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposer

shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement or any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

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

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

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

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

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

8.11 RIGHT TO AUDIT RECORDS

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

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

8.12.0 PUBLIC RECORDS

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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**

- 8.12.1 Consultant 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, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 8.12.2 Consultant 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 Consultant does not transfer the records to the City.
- 8.12.3 Upon completion of the contract, Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records.
- 8.12.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 8.12.5 Failure of Consultant to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 8.12.6 If Consultant fails to provide the public records to the City within a reasonable time Consultant may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Consultant has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees

for such violation in accordance with Section 119.0701(4), Florida Statutes.

8.13 FISCAL YEAR FUNDING APPROPRIATION

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

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

8.14 FLORIDA PROMPT PAYMENT ACT

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

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

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

8.14.1.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

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

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

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

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

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

8.15 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES

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

8.16 INSURANCE/PERFORMANCE BONDS

Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be continued in effect for the term of the contract. Should the winning Consultant fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

8.17 INSURANCE

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

8.17.1 WORKERS COMPENSATION

Coverage A - To be in conformity with Florida Statutes

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

8.18.2 COMMERCIAL GENERAL LIABILITY

8.17.2.1 Each occurrence for:

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

Products/Completed Operations \$1,000,000

8.17.2.2 Annual Aggregate for:

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

Products/Completed Operations \$2,000,000

8.17.2.3 All coverage above shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the

policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; and any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

8.17.3 COMMERCIAL AUTOMOBILE LIABILITY

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

8.17.3.1 This coverage shall include the following provisions: The City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "2" (Any Auto) or the equivalent shall be used to designate which autos are insured.

8.17.4 PROFESSIONAL LIABILITY

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

This Section left Intentionally Blank.

9.0 FEDERAL/STATE GRANT FUNDING TERMS & CONDITIONS – N/A

10.0 STANDARD FORMS

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

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

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

This Section left Intentionally Blank.

PROPOSER’S CERTIFICATION (RFP 24-004)

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

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 Proposal 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 a proposal for this project; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

STATE OF FLORIDA
COUNTY OF _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2024

by means of ___ physical presence or ___ online notarization by _____ and
(Name of Person Acknowledging)

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

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

_____ as identification.
(TYPE OF IDENTIFICATION)

Notary & Seal

End of Attachment A

10.2

ATTACHMENT B

ADDENDUM PAGE (RFP 24-004)

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

End of Attachment B

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on _____, 2024, in accordance with section 287.087, Florida Statutes, certifies that [business] _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.
7. **Check one:**
_____ As the person authorized to sign this statement; I certify that this firm complies fully with above requirements.
_____ As the person authorized to sign this statement; this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

End of Attachment C

PUBLIC ENTITY CRIME FORM

**REQUEST FOR PROPOSALS - RFP # 24-004
PROFESSIONAL PLANNING SVCS**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____
2. This sworn statement is submitted _____
whose business address is:

and (if applicable) Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____)
3. My name is _____ and my relationship to the
entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees,

RFP# 24-004

Public Entity Crimes Statement – Pg 2 of 3

members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

(Signature)

(Company)

Date: _____

RFP# 24-004

Public Entity Crimes Statement – Pg 3 of 3

STATE OF FLORIDA
COUNTY OF _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2024

by means of ___ physical presence or ___ online notarization by _____ and
(Name of Person Acknowledging)

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

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

_____ as identification.

(TYPE OF IDENTIFICATION)

Notary & Seal

End of Attachment D

10.5 LOBBYING CERTIFICATION FORM

ATTACHMENT E

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Proposer’s Authorized Official

Name and Title of Proposer’s Authorized Official

Date

10.6 ANTI-COLLUSION STATEMENT

ATTACHMENT F

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

Proposer’s Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

10.7 E-Verify Certification

ATTACHMENT G

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

11.0 NOTICE TO PROPOSERS

CITY OF FORT WALTON BEACH, FLORIDA
BID NUMBER: RFP# 24-004

Date: January 9, 2024

The City of Fort Walton Beach will accept sealed proposals at City Hall until February 8, 2024, at 2:30 PM, CST, at which time all proposals received will be opened and read aloud at City Hall Annex Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL for the following:

RFP 24-004 Professional Planning Services

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

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

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

Mark outside of envelope: **RFP 24-004 – Professional Planning Services/Guidelines Manual**

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

Address responses and deliver to:

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

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711.

Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf.