

# CITY OF FORT WALTON BEACH REQUEST FOR PROPOSALS

## RFP #21-011 Validation Report Services of Police Department Physical Abilities Test



Issued By:

Purchasing Division  
105 Miracle Strip Parkway SW  
Fort Walton Beach, Florida 32548  
(850) 833-9523  
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Date of Issue: April 15, 2021

Responses Due: May 13, 2021

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SECTION 1 - REQUEST FOR PROPOSALS	
RFP 21-011 – VALIDATION REPORT SVCS OF PD PHYSICAL ABILITIES TEST	
Posting Date	APRIL 15, 2021
Purchasing Contact	Giuliana Scott, Purchasing Manager 850-833-9523 / <a href="mailto:gscott@fwb.org">gscott@fwb.org</a>
Opening Date & Time	MAY 13, 2021 2:30 PM, Central Time
Bid Opening Location	City Hall Annex Bldg., Training Room 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL 32548
<u>Submission Information:</u> Proposals must be sealed and reference the RFP Number, Title, & Opening Date & Time on the outside envelope.	<u>Mail to:</u> Purchasing Division 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL, 32548

1.1 The City of Fort Walton Beach, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer. Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.

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

1.3 It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposals promotes competitive proposals. It shall be the Proposer's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the proposal opening date.

**1.4 PURCHASING CONTACT FOR THIS PROPOSAL:**

Giuliana Scott, Purchasing Manager  
 Phone: 850-833-9523  
 Fax: 850-833-9643  
 Email: [gscott@fwb.org](mailto:gscott@fwb.org)



**2.0 PURPOSE & INTENT:** The City of Fort Walton Beach, Florida (“City”) is seeking a qualified firm or consultant to validate an existing Physical Abilities Test (PAT) for sworn police officers. This project is intended to validate and substantiate the methods used for the existing standardized Physical Abilities Test.

**3.0 PERFORMANCE TIME:** The successful firm/individual shall provide the required services no later than ninety (90) calendar days after a Purchase Order has been issued.

**4.0 SCOPE OF SERVICES:** The successful proposer will identify the services to be provided to the City, including but not limited to:

- A thorough overview of the existing testing and grading system of the City’s PAT.
- A review of all elements of the City’s PAT testing and appropriateness of such testing.
- An assessment of the City’s testing against standards currently recommended by local and national law enforcement organizations.
- Validation of the reasonableness of the test, and the right of the City to require such testing for sworn police officers.

4.1 Deliverables: Winning Consultant will provide a written validation report to the City, substantiated with proven methodologies acceptable in the law enforcement community.

4.2 Consultant (firm/individual) should be willing to be available to stand as an expert to defend the testing should the need arise.

**5.0 RFP SCHEDULE:** The following identifies the tentative RFP process schedule:

<b>RFP PROCESS</b>	<b>DATE</b>
Request for Proposals Issued	April 15, 2021
Proposals Due	May 13, 2021
Evaluation Committee Meeting (tentative date)	May 20, 2021
Presentations (if needed)	May 27, 2021
City Council Award (tentative date)	June 22, 2021

**6.0 PHYSICAL ABILITIES TEST (PAT):**

The proposed report to be submitted will pertain to the City of Fort Walton Beach’s Physical Abilities Test, described below, and used to measure the ability of a person to perform the rigors of police work. Components of the test are designed to simulate actual tasks, skills and abilities of the job.

**7.0 PHYSICAL ABILITIES TEST - COMPONENTS:**

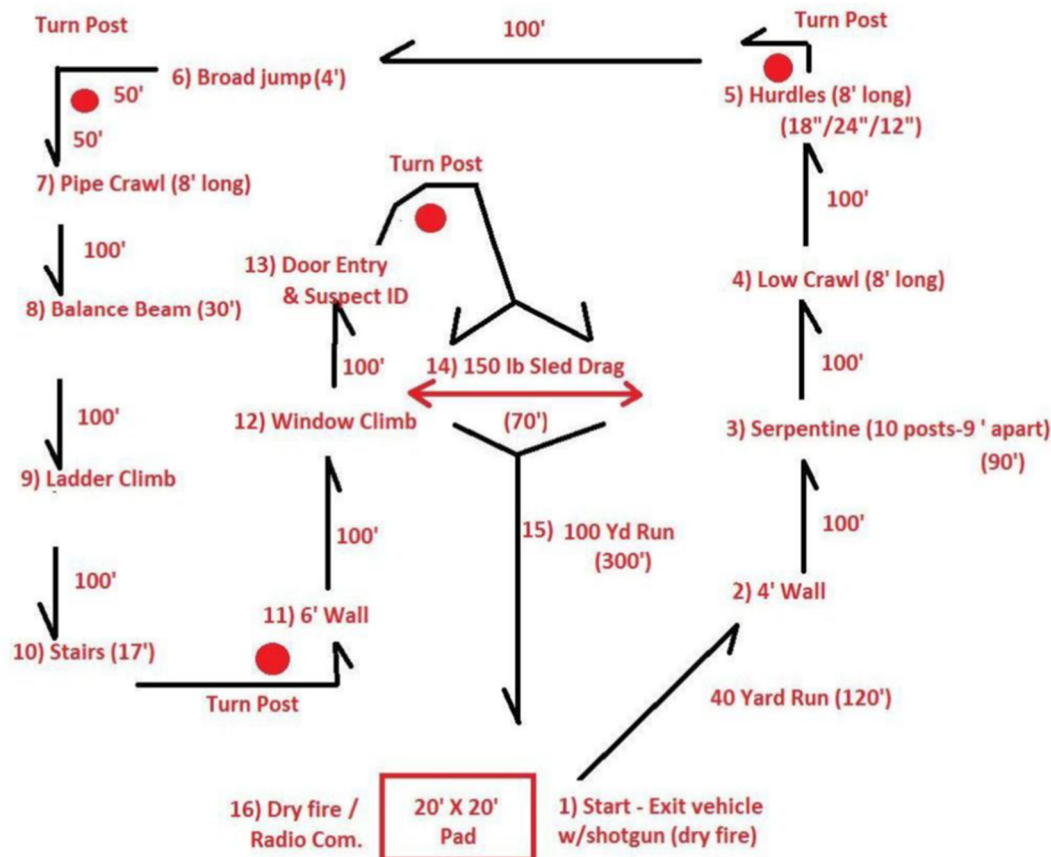
The PAT includes, at a minimum, the following critical elements:

- 7.1 A physical ability test reflecting the minimal occupational qualifications of a police officer.
- 7.2 Minimal standards to ensure officers are fit to perform essential functions of their job.
- 7.3 A Job Task Analysis.
- 7.4 Is legally defensible.
- 7.5 Instruction manual(s).
- 7.6 Forms used with testing (to be provided to the winning consultant).
- 7.7 The City currently has access to the physical abilities test listed here in Section 7.7 Other local law enforcement agencies use the test, and the City would prefer to validate the below test.
  - 7.7.1 Begin the course seated in a vehicle with the seat belt on and both hands on the steering wheel. Officer will wear, at a minimum, a holster and inert or training pistol. Loaded firearms are not authorized on the PAT course. Officer will be given the description of a suspect they will encounter at a subsequent obstacle. When instructed, the officer will exit the vehicle, removing a training shotgun from the gun rack. While using the vehicle as cover, the officer will simulate charging or “racking” the weapon, pulling the trigger, and laying the weapon down back in the vehicle with the safety “on”. Time starts when the officer’s hands leave the steering wheel. (This is a test of agility.)
  - 7.7.2 Sprint 40 yards to a wall four feet in height. (This is a test of quickness, speed, anaerobic power.) Climb over the wall. (This is a test of agility, and the ratio of upper body strength to bodyweight.)
  - 7.7.3 Run a serpentine route, which consists of 10 poles, each placed approximately two yards apart. (This is a test of agility and balance, plus endurance.)
  - 7.7.4 Crawl (low crawl) under three markers placed approximately 27 inches from the ground and eight feet long without knocking over the markers from their stand. (This is a test of agility.)
  - 7.7.5 Jump over three hurdles of various heights (approximately 12, 18, and 24 inches) spaced several yards apart without knocking the hurdle off its stand. (This is a test of agility.)
  - 7.7.6 Jump over and clear a marked area of approximately four feet in length (simulated ditch/pit). (This is a test of agility and anaerobic power.)

NOTE: The continuous action required emphasizes the element of endurance/stamina overall as each specific “agility based” obstacle is encountered without rest between.
  - 7.7.7 Proceed through a large pipe (pipe crawl) approximately four feet in diameter. (This is a test of agility.)

- 7.7.8 Cross a balance beam consisting of three 10-foot-long logs – total length 30 feet with a directional change at the end of each of the first two logs. The officer must touch the red marker of the last log (or beyond) with at least one foot. (This is a test of agility and balance.)
- 7.7.9 Climb a ladder approximately two stories high (15 feet) and touch a bell at the top. When climbing down, the officer must touch the next to the last rung (marked in red) with at least one foot. (This is a test of agility.)
- 7.7.10 Climb a flight of stairs to a simulated one-story landing. When climbing down, the officer must touch the next to the last stair (marked with red) with at least one foot. (This is a test of agility and endurance/stamina.)
- 7.7.11 Climb a six-foot wall. The officer must completely scale the wall, over the top, to the other side. (Tests agility and the ratio of upper body strength to body weight.)
- 7.7.12 Climb through a window opening. With training pistol drawn approach the window, clear the opening, then holster the weapon and proceed through the window. (This is a test of agility and the ratio of upper body strength to body weight.)
- 7.7.13 Proceed through a door with a training weapon drawn, properly identify suspect based on the description provided at the beginning of the course, and then holster the weapon. (This is a test of memory, sight, hearing, gross motor skills and decision making ability under stress.)
- 7.7.14 Drag a weighted sled (approximately 150 pounds) a distance of 70 feet. (This is a test of endurance/stamina, and overall body strength.)
- 7.7.15 Return to the vehicle (100 yard run – tests endurance/stamina, aerobic capacity) and “dry fire” a training handgun six times with each hand holding the weapon with one hand and arm fully extended. (Tests fine motor skills.)
- 7.7.16 Re-enter the vehicle, re-attach the seatbelt, close the door, and indicate that the assignment has been completed over the radio microphone. The officer will verbally state, “Unit (state unit #), PAT Course completed.” (This is a test of fine motor skills, memory, logic and decision making under stress.)
- 7.7.17 At present the following guidelines apply to PAT testing. Officers meeting the established minimum standard of 8:30 minutes/seconds for completion of the PAT will be deemed to be in compliance with the fit for duty policy. Members who do not meet the minimum standard shall be considered to have failed the PAT. Two categories of failure are in effect. Specific penalties are in place for each category:
- Category I. Failed to complete the course in less than 10:30 minutes/seconds.
  - Category II. Required more than 8:30 minutes/seconds to complete the course, but less than 10:30.

7.7.18 A diagram of the course is included here:



**8.0 PROPOSAL REQUIREMENTS:** Firms and individuals responding to this Request for Proposals (RFP) shall indicate how they validate such testing, including their competencies in issuing such validations. Proposers shall *also* include:

- 8.1 A Statement of Understanding of the project.
- 8.2 Qualifications and Experience of the proposer and/or assigned staff in providing such validation of PATs.
- 8.3 Similar Project Experience.
- 8.4 References in accordance with attached reference sheet.
- 8.5 Sample Validation Report/Document.
- 8.6 Cost Proposal form provided in this RFP.

**SEE Section 11 for more details on formatting of the proposal.**

**9.0 EVALUATION PROCESS** - Proposals will be evaluated by an Evaluation Committee, whose members will review and score the information you submit, based on the criteria and weighting identified below. Submittals will not be returned to the companies submitting an RFP.

Each member will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received. The City of Fort Walton Beach, through its representatives,

will negotiate with the highest ranked prospective firm. The firm retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.

9.1 EVALUATION CRITERIA

- 9.1.1 **5%** - Statement of Understanding;
- 9.1.2 **30%** - Proposer’s Qualifications & Staff Experience
- 9.1.3 **35%** - Similar project experience to City of FWB validation project.
- 9.1.4 **10%** - References – Choice of client references – Are they current; relevant to this proposal’s size and scope?
- 9.1.5 **10%** - Pricing/Cost Proposal
- 9.1.6 **5%** - Local Merchant Preference as defined in City’s Purchasing Policies (See Page 17-18)
- 9.1.7 **5%** - Minority Business Enterprise as defined in City’s Purchasing Policies (See Page 18)

9.2 RATING SYSTEM - The Evaluation Committee will rate all proposals utilizing the Weighted Rating System (see below). The sum of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

9.2.1 Criteria Weighting:

<b>Proposal Evaluation Form</b>					
	<b>Categories / Criteria</b>	<b>Rating*</b>	<b>x</b>	<b>Weight</b>	<b>Score:</b>
1	Statement of Understanding (5%)		x	0.05	
2	Proposer’s demonstrated qualifications and staff experience (30%)		x	0.30	
3	Similar Project Experience (40%)		x	0.35	
4	References (15%)		x	0.10	
5	Pricing/Cost Proposal		x	0.10	
6	Local Merchant Preference (as defined in City’s Purchasing Policies) (5%)		x	0.05	
7	Minority Business Enterprise (as defined in City’s Purchasing Policies) (5%)		x	0.05	
	<b>TOTAL WEIGHTED RATING:</b>			100%	
	<b>PRESENTATION EVALUATION CRITERIA (if needed)</b>	<b>RATING</b>		<b>ASSIGNED WEIGHT</b>	
		0 to 10		50%	
				<b>FINAL SCORE</b>	

**\* Rating: 0- Non-responsive; included not information on the subject criteria; 1-Poor, 2-Fair, 3-Good, 4-Excellent, 5-Superior**

### 9.3 EVALUATION COMMITTEE -

9.3.1 Evaluation Committee – Proposals will be evaluated to determine those that best meet the needs of the City. An evaluation committee will be formed, consisting of at least three staff members to review, score, and rank all proposals. Committee members shall review each proposal individually and score each proposal based on the evaluation criteria listed above. The committee will then compile individual rankings for each proposal to determine committee recommendations to City Council.

9.3.2 Evaluation Committee Meeting - The Evaluation Committee will meet at 10:00 a.m. May 20, 2021 in the City Hall Annex Building - Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.

9.3.3 Requests For Additional Information: During the proposal evaluation process, the City reserves the right to request additional written information to assist in the evaluation of these qualifications.

9.3.3.1 The Purchasing Manager, or a designee, may initiate and discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements.

9.3.3.2 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.

9.3.3.3 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 FL Public Records Law, Chapter 119, Florida Statutes.

9.3.4 Presentations/Interviews - The City, at its sole discretion, may schedule presentations from the top ranked firm(s) either in person, or by phone. 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. The final recommendation will be decided based on review of scores and consensus of committee.

- If presentations are elected, the Purchasing Manager shall schedule the time and location of these presentations and notify the selected firms. Each proposer will be notified at least three (3) days in advance of the presentation if a presentation is necessary. Presentation 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. Additional information and/or cost information

may be requested for clarification purposes, but in no way will change the original proposal submitted. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

- A new scoring sheet shall be prepared, based on the identical criteria and weighing (Sections 12.1 & 12.2), 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.

9.3.5 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.

9.3.6 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.

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

## **11.0 SUBMISSION OF PROPOSALS**

### 11.1 SUBMISSIONS:



11.1.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP, and should address all of the needs identified in this RFP. **Proposals should not exceed 30 pages.**

11.1.2 Copies – Please include:

- One unbound original,
- Three (3) complete copies of the Proposal, and
- One (1) electronic copy of the proposal on a compact disk or flashdrive, containing the proposal.

- **ELECTRONIC COPIES MUST BE IDENTICAL IN ALL RESPECTS TO THE PAPER COPY SUBMITTED.**

**11.1.3 REQUEST FOR PROPOSALS DEADLINE: MAY 13, 2021**

11.2 – 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 (Sec 11.2.1 – 11.3).** The page count for

the proposals shall not exceed 30 pages in length (two-sided pages shall count as two pages). The page count does not include required forms listed in Section 15 of this RFP, section dividers, or Items 11.2.1 through 11.2.3 of this section:

- 11.2.1 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.
- 11.2.2 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 address of Proposer's 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.
- 11.2.3 STATEMENT OF UNDERSTANDING: Proposers must submit a brief narrative outlining the firm's understanding of the City's goals and objectives in this RFP for the validation of the Police Department's Physical Abilities Test.
- 11.2.4 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 validating law enforcement related physical abilities tests.
- List Consultant's qualified personnel that have direct experience with validation of physical abilities tests.
    - Provide employee job title, work responsibilities and resumes.
  - List agencies the Consultant has provided validation of physical abilities testing services to; provide four (4) references, including contact person, phone number and email address.
- 11.2.5 REFERENCES. Please list a minimum of three (3) references from State, County, Municipal Governments or Sheriff offices with at least the following information:
- Governments Name
  - Contact Individual
  - Contact's Title
  - Phone Number and email address
  - Brief Description of the Project(s) Completed.

- 11.2.5.1 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.
- 11.2.6 COST PROPOSAL: Provide total project cost as a not to exceed price to complete the project in its entirety. The total project cost should be the sum total of the quantitative cost to complete each task included in the proposal scope of services. 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.
- 11.2.7 MINORITY BUSINESS ENTERPRISE: Identify whether the Proposer, or any of the Proposer's team qualifies as a Minority Business Enterprise pursuant to Florida Statutes 288.703.
- 11.3 ADDITIONAL INFORMATION. Please provide any other information which you feel would help the Evaluation Committee evaluate your firm for this project.
- 11.4 ALTERNATE PROPOSALS: Proposer may offer an Alternate proposal. An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.
- 11.5 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 RFP's and the responses thereto are public records and subject to public inspection.
- 11.5.1 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.**

**11.5.2 If a proposer requests confidentiality of pricing, contract terms or product line descriptions, the proposal received will be deemed non-responsive.**

- 11.6 Copies of the Proposal Provisions and Forms may be found at the Florida Bid Net Direct website at [www.BidNetDirect.com](http://www.BidNetDirect.com) (registration required) or at the City of Fort Walton Beach website at [www.FWB.org/rfps](http://www.FWB.org/rfps).
- 11.7 Additional technical information relative to this RFP may be obtained from Giuliana Scott, Purchasing Manager, at (850) 833-9523 or [gscott@fwb.org](mailto:gscott@fwb.org) during normal business hours.
- 11.8 **ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSAL:** If it is necessary to revise or amend any part of this RFP, the Purchasing Manager will post the addendum on the Florida Net Direct website at [www.BidNetDirect.com](http://www.BidNetDirect.com) and/or on the City's website at [www.fwb.org/rfps](http://www.fwb.org/rfps). It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.
- 11.9 **PROPERTY OF THE CITY:** All proposals received from proposers in response to this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 11.10 **INCURRED EXPENSES:** The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP.

## 12.0 COMMUNICATIONS RESTRICTIONS

- 12.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Manager, or its designee, during the submission and approval process, except as provided below.
- 12.2 **Questions:** Proposer shall address any questions regarding the proposal process, scope of work or specifications to the Purchasing Manager, in writing and in sufficient time before the period set for the receipt and opening of proposals.



- Inquiries received less than ten (10) days of the date set for receipt of submissions will not be answered or given any consideration.
- The Purchasing Manager shall issue any interpretation for a proposer in the form of an addendum to the RFP as timely as possible.
- However, if an addendum is issued, the Purchasing Manager will convey the final addendum to all proposers no later than five (5) days prior to the date set for receipt of RFPs.
-

12.3 **All proposers shall direct communications and inquiries to:**



**Giuliana Scott, Purchasing Manager**  
**City of Fort Walton Beach**  
**105 Miracle Strip Pkwy. SW**  
**Fort Walton Beach, FL 32548**

**Phone: (850) 833-9523**

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

12.4 **Cut out and use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.**



**Deliver to:**

**Purchasing Manager – 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#: 21-011 – Validation Report Svcs/PD**  
**DUE DATE/TIME: 5/13/2021 2:30 PM – Central Time**

- 12.5 **Point Of Contact** – During the post-bid opening & evaluation stage, the Purchasing Manager, or a designee, will continue to be the sole point of contact, and will initiate any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.
- 12.6 **Discussion Of Proposals** – The Purchasing Manager, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
- 12.7 **Additionally, the City prohibits communications initiated by a proposer to any City official, employee or committee member evaluating or considering the proposals prior to the time an award decision has been made.** If a Proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

## 13.0 GENERAL CONDITIONS OF PROPOSALS

- 13.1 **AMERICANS WITH DISABILITIES ACT:** The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at [clerk@fwb.org](mailto:clerk@fwb.org) to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:
- [https://www.fcc.gov/sites/default/files/telecommunications\\_relay\\_service.pdf](https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf)
- 13.2 **PUBLIC OPENING.** All proposals will be publicly opened and the list of proposers read aloud in the City Hall Annex Bldg. Training Room, 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 later.
- 13.3 **LATE PROPOSALS.** Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. Proposals received by the City after the time specified for receipt will not be opened, nor considered. Late proposals are retained by the Purchasing Division.
- 13.4 **COMPLETENESS.** All information required by the Request for Proposals must be supplied to constitute a legitimate proposal.
- 13.5 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA:** All proposers must 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.
- 13.6 **CONFLICT OF INTEREST / 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.
- 13.7 **PROPOSER'S CERTIFICATION FORM:** Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposals, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the proposer's certification is not submitted with the proposal.
- 13.8 **DRUG-FREE WORKPLACE CERTIFICATION:** By submitting the Drug Free Workplace Form as part of this Request for Proposals, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.

13.9 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.

### 13.10 REFERENCES

13.10.1 Submit the names of at least 4 organizations that your firm has performed the same work. Give a contact name with each reference.

13.10.2 The City reserves the right to conduct reference checks for firms submitting proposals. 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 RFPs, 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.

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

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

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

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

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

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

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

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

### 13.13 NEGOTIATIONS

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

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

13.13.3 The company retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.

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

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

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

- 13.15.2 The City of Fort Walton Beach reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 13.15.3 It is the City's intent to make an award within ninety (90) business days of the proposal due date.
- 13.15.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract. Awarded vendor will be given the City's contract compliance document to complete and return within thirty (30) calendar days of contract award.
- 13.16 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 Leases, if applicable) and simultaneously provide any required bonds, indemnities and insurance certificates, not previously submitted.
- 13.17 FAILURE TO EXECUTE CONTRACT: Failure by the successful proposer to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award. In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, or the City may reject all of the proposals. Proposers who default are subject to suspension and/or removal from the City's Proposers List.
- 13.18 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES: The submission of any proposal in response to this Request for Proposals constitutes a proposal 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.
- 13.19 PIGGYBACK CLAUSES - USE OF CONTRACT BY OTHER AGENCIES: Under the Florida Interlocal Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts.
- 13.19.1 At the option of the vendor/Proposer, the use of the award and contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, other counties, and cities.
- 13.19.2 The submission of any proposal in response to this Request for Proposals constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer on the bid sheet.
- 13.19.3 Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.

## 14.0 TERMS AND CONDITIONS OF CONTRACT

**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.

- 14.1 **INDEPENDENT CONTRACTOR STATUS; INDEMNITY.** At all times the proposer 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.
- 14.2 **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.
- 14.3 **TIME IS OF THE ESSENCE.**
  - 14.3.1 It is agreed that time is of the essence in the completion of the Work called for in the delivery of supplies, services, materials and/or equipment of the character and quality specified in this bid document.
  - 14.3.2 The Proposer agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.
  - 14.3.3 Upon receipt of a written request and justification for an extension from the Vendor, the City Purchasing Division Office may extend the time for performance of the contract or delivery of goods here in specified at the City Purchasing Division Office's sole discretion for good cause shown.
- 14.4 **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.

- 14.5 **TERMINATION FOR CONVENIENCE:** The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.
- 14.6 **TERMINATION FOR DEFAULT:** The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- 14.7 **RIGHT TO AUDIT RECORDS:** The City shall be entitled to audit the books and records of a vendor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the Proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

14.8 **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 FORT WALTON BEACH  
107 MIRACLE STRIP PARKWAY SW  
FORT WALTON BEACH, FLORIDA 32548  
850-833-9509  
[clerk@fwb.org](mailto:clerk@fwb.org)**

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

- costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 14.8.2 Winning Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Winning Proposer does not transfer the records to the City.
- 14.8.3 Upon completion of the contract, Winning Proposer shall transfer, at no cost, to the City all public records in possession of the Winning Proposer or keep and maintain public records required by the City to perform the service. If Winning Proposer transfers all public records to the City upon completion of the contract, Winning Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Winning Proposer keeps and maintains public records upon completion of the contract, Winning Proposer shall meet all applicable requirements for retaining public records.
- 14.8.4 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.
- 14.8.5 Failure of Winning Proposer to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 14.8.6 If Winning Proposer fails to provide the public records to the City within a reasonable time Winning Proposer may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Winning Proposer has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

#### 14.9 FISCAL YEAR FUNDING APPROPRIATION

- 14.9.1 SPECIFIED PERIOD. Unless otherwise provided by law, a contract for supplies or 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.

14.9.2 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 Proposer shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.

#### 14.10 FLORIDA PROMPT PAYMENT ACT

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

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

14.10.2 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.

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

14.10.4 INVOICE DISPUTE PROCEDURE. If there is a dispute between the City and vendor regarding an invoice, the City or vendor 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 Proposer 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 vendor.

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

14.11.1 BONDS – Neither bid bond nor performance/materials bonds will be required.

14.11.2 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-.

- WORKERS COMPENSATION

Coverage A - To be in conformity with Fl Statutes

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

- COMMERCIAL GENERAL LIABILITY \*

Each occurrence for:

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

Annual Aggregate for:

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

- Fire Damage: \$100,000
- Medical Payments: \$10,000
- Contractual Liability where applicable

\* **Commercial General Liability must be on a comprehensive basis, including Personal Injury Liability, Products /Completed Operations, and must**

**show City of Fort Walton Beach as an additional named insured with respect to these coverages.**

- 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.
- COMMERCIAL AUTOMOBILE LIABILITY -  
Combined single limit for bodily injury and/or property damage: \$1,000,000.
  - This coverage shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "2" (Any Auto) or the equivalent shall be used to designate which autos are insured.
    - Policy Provisions
      - ❖ The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, and Umbrella Policies using an ISO Additional Insured Endorsement form CG2013 or its equivalent.
      - ❖ Coverage shall apply as Primary and non-contributory.
      - ❖ Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.
      - ❖ Notice will be delivered in accordance to Policy Provisions.
- UMBRELLA LIABILITY - \$2M each occurrence / \$2M aggregate.
  - Products/Completed Operations aggregate \$2M
  - Policy Provisions – All coverages above shall include the following provisions:
    - ❖ The City of Fort Walton Beach shall be an additional insured under any General

Liability, Business Auto, and Umbrella Policies using an ISO Additional Insured Endorsement form CG2012 or its equivalent.

- ❖ Coverage shall apply as Primary and non-contributory.
- ❖ Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.
- ❖ The policy shall not be cancelled unless the City is given at least thirty (30) days advance notice. Notice will be delivered in accordance to Policy Provisions.
- ❖ Contractual liability and any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

#### 15.0 STANDARD FORMS – (Attachments A thru I)



The forms listed below (Attachments A thru I) are also to be completed and submitted with your Proposal. Ensure that ALL of these documents are completed and submitted with your proposal.

**Failure to include these forms may result in your submittal being considered non-responsive and removed from consideration.**

**PROPOSER'S CERTIFICATION (RFP 21-011)**

I have carefully examined the Request for Proposal, 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 the organization 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 RFP 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: \_\_\_\_\_

County of: \_\_\_\_\_

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

\_\_\_\_\_, 2021 by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online  
(MONTH)

notarization, by \_\_\_\_\_ (name of person acknowledging),  
(NAME)

in their representative capacity as \_\_\_\_\_ for  
(TITLE)

[business] \_\_\_\_\_ who \_\_\_\_\_ is personally known to

me or \_\_\_\_\_ has produced \_\_\_\_\_ (type of identification) as

identification.

\_\_\_\_\_  
Signature of Notary

My Commission expires: \_\_\_\_\_

End of Attachment A

**15.2**

**ATTACHMENT B**

**ADDENDUM PAGE (RFP 21-011)**

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

15.3

ATTACHMENT C

DRUG-FREE WORKPLACE FORM

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

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

7. Check one:

\_\_\_\_\_ As the person authorized to sign this statement; I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement; this firm does not comply fully with the above requirements.

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

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

SIGNATURE

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

End of Attachment C

15.4

ATTACHMENT D

**PUBLIC ENTITY CRIME FORM**

**REQUEST FOR PROPOSALS  
RFP # 21-011 – VALIDATION REPORT SERVICES**

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# 21-011  
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# 21-011  
Public Entity Crimes Statement – Pg 3 of 3

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online (MONTH) notarization, by \_\_\_\_\_ (name of person acknowledging), (NAME) in their representative capacity as \_\_\_\_\_ for (TITLE) [business] \_\_\_\_\_ who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

End of Attachment D

**15.5 REFERENCES – RFP 21-011**

**ATTACHMENT E**

Bidder shall submit as a part of the bid package, four (4) business client references with name of the business, address, contact person, and telephone number. **All references shall be for similar products / services that have been delivered / provided within the last five (5) years.**

**REGARDING PROPOSER / BIDDER:** \_\_\_\_\_

<b>Name:</b>	<b>Name:</b>
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
<b>Name:</b>	<b>Name:</b>
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

End of Attachment E

**15.6 E-Verify Certification**

**ATTACHMENT F**

**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

End of Attachment F

**15.7 ANTI-COLLUSION STATEMENT**

**ATTACHMENT G**

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**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his or her 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).

---

Bidder's Company Name

---

Authorized Signature – Manual

---

---

Authorized Signature – Typed

---

Address

---

Title

---

Phone #

---

Fax #

---

Federal ID # or SS #

End of Attachment G

**15.8 Scrutinized Companies**

**ATTACHMENT H**

**SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTES - SECTIONS 287.135 & 215.473:**

By signing and submitting this bid, the undersigned bidder hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more).

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.



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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

End of Attachment H

15.9

ATTACHMENT I

<b>RFP# 21-011 - Validation of Police Dept Physical Abilities Test</b>			
<b>Include with proposal – COST PROPOSAL for RFP 21-011:</b>			
<b>Proposer’s Name:</b>			
Description:	Quantity	Unit	Total Cost
<b>Validation Report</b>	<b>1</b>	<b>Lump Sum</b>	<b>\$</b>
			<b>\$</b>
			<b>\$</b>
			<b>\$</b>
<b>NOTE 1: All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to RFP.</b>			

1. FOB Point: **Delivered**
2. Terms of Payment: (e.g. Net 30) \_\_\_\_\_
3. The City shall receive shipment or project completion notice within \_\_\_\_\_ days from the date Vendor receives Official Purchase Order or Notice to Proceed.

**Recheck your quotations prior to submission. Bids may not be changed after being opened.**

End of Attachment I

**16.0 NOTICE TO PROPOSERS****CITY OF FORT WALTON BEACH, FLORIDA  
BID NUMBER: RFP# 21-011****Date: April 15, 2021**

The City of Fort Walton Beach will accept sealed proposals at City Hall until May 13, 2021, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548 for the following:

**VALIDATION REPORT SVCS FOR THE POLICE DEPARTMENT**

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

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

The City of Fort Walton Beach reserves the right to waive informalities in any 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 21-011 – Validation Report Services for PD**

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

Address responses and deliver to:

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

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

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