

**CITY OF FORT WALTON BEACH
REQUEST FOR QUALIFICATIONS
RFQ #19-008**

Pre-Qualification and Selection for General Consulting Services



Issued By:

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

Date of Issue: April 30, 2019

Responses Due: June 11, 2019 2:30PM Local Time

Note: A non- mandatory Pre-Proposal meeting will be held on May 15, 2019 at 10:00 a.m. in the City Hall Annex Training Room at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548.

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1.0 INTRODUCTION

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

1.2 The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.

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

**1.4 STATEMENT OF QUALIFICATIONS SUBMISSION
DEADLINE: June 11, 2019 – 2:30PM local time**

1.5 PRE-SUBMISSION MEETING: Those interested in responding to the Request for Qualifications (RFQ) are encouraged to attend a Non-Mandatory Pre-Proposal Meeting on May 15, 2019. The meeting will be held at 10:00AM in the City Hall Annex Training Room at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL.

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

RFQ PROCESS	DATE
RFQ Solicitation Issued	April 30, 2019
Pre-Submission Meeting	May 15, 2019
Proposals Due	June 11, 2019
Initial Evaluation Committee Meeting	June 25, 2019
Short-List Firm Presentations	July 9 - 11, 2019
Final Evaluation Committee Meeting	July 15, 2019
City Council Award – Tentative	August 13, 2019

1.7 TERM OF AGREEMENT:

1.7.1 Performance period shall begin October 1, 2019, for a period of one (1) year with a renewal option of up to four (4) successive one-year terms, at the mutual agreement of both parties, for a maximum possible contract term of five (5) years.

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

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

2.0 SCOPE OF SERVICES

- 2.1 The City is seeking qualifications from both large multidiscipline firms and also smaller civil and architectural firms under this RFQ.
- 2.1.1 It is anticipated that the City will enter into contracts with not less than two (2) and not more than three (3) large firms (Large Firm Contract) for the scope of services as described herein; and that each year, the awarded large firms will be retained on annual basis, at the mutual agreement of the City and vendor. Work will be assigned on as-needed basis.
- 2.1.2 The City will also enter into contracts with one (1) or more small firms specializing in each field as described herein; and that each year, the awarded small firms will be retained on annual basis, at the mutual agreement of the City and vendor. Work will be assigned on as-needed basis.
- 2.1.3 For the purposes of this solicitation, Small Firms are defined as those properly licensed firms having less than 20 employees in the entire company, inclusive of all office locations. Large Firms are defined as those properly licensed firms having greater than 20 employees in the entire company, inclusive of all office locations.

- 2.2 **Large Firms:** It is the City’s intent that large firms provide a full complement of general consulting services with in-house capabilities or by subcontracts to other firms. The Scope of Services for the large firm contract(s) consists of providing general consulting services to the City and shall include, but not be limited to:
- 2.2.1 General engineering services, including but not limited to civil, electrical, mechanical and structural engineering.
 - 2.2.2 General architectural services
 - 2.2.3 Development of capital projects for infrastructure, parks and recreation, the Community Redevelopment Agency and other City departments as required
 - 2.2.4 Peer review of capital project plans and specifications
 - 2.2.5 Threshold or special inspections services
 - 2.2.6 Construction engineering and inspection (CEI) services
 - 2.2.7 Urban & transportation planning
- 2.3 **Small Firms:** The contract for the small firms consists of providing general consulting services to the City and shall include, but not be limited to:
- 2.3.1 General civil engineering services
 - 2.3.2 General architectural services
 - 2.3.3 Surveying services
 - 2.3.4 Coastal engineering services
 - 2.3.5 Geotechnical services
- 2.4 **Minimum Requirements:** The items listed above are minimum requirements. The contract may include other work tasks, evaluations, etc. that may assist in the completion of City projects during the next five years.
- 2.5 **Licensure:** Principal firms must be certified to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes. For other proposed professional services, such as surveying and architecture, as applicable, principal firms or their sub-consultants must be certified to practice in the State of Florida pursuant to the applicable provisions of the Florida Statutes.
- 2.6 A more detailed scope of services to be performed is as follows:
- 2.6.1 **PLANNING, INVESTIGATION, AND REPORT PREPARATION SERVICES.**
The consultant(s) shall perform the following tasks:
 - 2.6.1.1 Investigations involving detailed considerations of operations, maintenance, and overhead expenses.
 - 2.6.1.2 Preparation of feasibility studies, cash flow and economic evaluations, rate schedules.
 - 2.6.1.3 Boundary, topographic, engineering, and other specific purpose surveys.

- 2.6.1.4 Preparation and/or review of legal descriptions and easement documents.
 - 2.6.1.5 Consulting and/or witness services in litigation or administrative proceedings.
 - 2.6.1.6 Development of design guidelines and standard specifications
 - 2.6.1.7 Assistance with updates or modifications to master plans, comprehensive plan, Land Development Code, etc. including evaluations using computer models for water, wastewater, reclaimed water and storm water. The City's SW master plan is modeled in InfoSWMM, the firm must have the ability to use this program for the update and modification.
 - 2.6.1.8 Preparation of applications and supporting documents for governmental grants, loans, or bonds in connection with projects.
 - 2.6.1.9 Preparation and/or review of water, wastewater, and stormwater system operating permit applications through the Florida Department of Environmental Protection (FDEP), Northwest Florida Water Management District (NFWFMD), and other Federal, State, and local agencies.
- 2.6.2 DESIGN SERVICES. The consultant shall perform engineering and architectural design services as needed for the following items:
- 2.6.2.1 Design of infrastructure systems for potable water, wastewater, stormwater, and reclaimed water.
 - 2.6.2.2 Design of other projects, including roadways, lighting, parks and buildings.
 - 2.6.2.3 Preparation of all drawings, specifications, and other contract documents necessary to complete the projects in-house or procure bids for the projects.
 - 2.6.2.4 Preparation of all necessary permits, deeds, and easements necessary to complete the projects in accordance with all appropriate laws, regulations, and rules.
 - 2.6.2.5 Attendance at public meetings with stakeholders, neighborhood groups, and appropriate boards, committees, and City Council.
 - 2.6.2.6 Conduct or attend all pre-bid conferences.
 - 2.6.2.7 Evaluation of bids and recommendations of award for contracts.
 - 2.6.2.8 Review and recommendations concerning the acceptability of subcontractors, substitute materials, and/or equipment.

2.6.3 CONSTRUCTION SERVICES. The consultant shall assist City staff in the construction administration of projects on an as-needed basis that shall include the following tasks:

- 2.6.3.1 Conduct or attend all pre-construction conferences.
- 2.6.3.2 Coordinate with City staff to administer contracts.
- 2.6.3.3 Assistance with review and approval of shop drawings and submittals.
- 2.6.3.4 Assistance with preparation or review of change orders.
- 2.6.3.5 Assistance with site inspections during construction.
- 2.6.3.6 Review and approval of samples and results of tests and inspections and operation and maintenance instructions.
- 2.6.3.7 Determination of suitability of materials and equipment provided by contractors.
- 2.6.3.8 Certification of final construction as to acceptability.
- 2.6.3.9 Preparation of as-built drawings.

2.7 PROJECT LIST (TENTATIVE – NOT ALL INCLUSIVE): It is anticipated that in the upcoming five years, the City may have need of consulting services for the types of projects listed below, but is not limited to:

- City Stormwater master Plan Update
- Brooks Bridge Utility Relocation Design
- Intersection/Pedestrian Improvements for Hollywood Blvd (Memorial, Robinwood, and Wright Parkway intersections)
- Hollywood Blvd Resurfacing and Bike Lanes
- Traffic Safety Enhancements Citywide
- Downtown Master Plan Infrastructure Improvements
- Commerce & Technology Park (CTP) Infrastructure Improvements
- Phase III of the Preston Hood Athletic Complex
- Redevelopment of the FWB Golf Club Property
- City Land Development Code Analysis / Review

3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:

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

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

3.2 **FORMAT: To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below** (See Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 50 pages in length (two-sided pages shall count as two pages). Large firms will be allowed 10 pages for resumes and those pages will not be counted towards the 50-page limit. The page count shall not include required forms listed in Section 9 of this RFQ, section dividers, or Items 3.2.1 through 3.2.3 of this section:

3.2.1 **TITLE PAGE:** Proposer should identify the RFQ subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission. The Title Page shall also identify which of the categories the proposer is submitting an RFQ response for:

- Large – Multi-discipline Firm
- Small - General civil engineering services
- Small - General architectural services
- Small - Surveying services
- Small – Coastal engineering services
- Small – Geotechnical services

3.2.2 **COVER LETTER:** The Cover letter should not be more than three (3) pages long and should include, at a minimum, the following:

- A brief statement of the Proposer's understanding of the required services.
- A positive commitment to perform the services on a consistent and timely basis.
- Names and contact information for the person(s) authorized to represent the Proposer.

3.2.3 **TABLE OF CONTENTS:** The table of contents should include a clear and complete identification by section and page number of the materials submitted.

- 3.2.4 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer’s qualifications to perform the scope of services. At a minimum, the Executive Summary should contain the following information:
- Name and corporate headquarters address of Proposer;
 - Name and location of regional/local office which will be the City’s designated primary office.
 - Description of the Proposer’s team and legal structure (corporation, joint venture, subcontractors);
 - The general and specific capabilities and experience of the Proposer’s team that the Proposer believes will benefit the City.
- 3.2.5 **STATEMENT OF UNDERSTANDING:** Proposers must submit a brief narrative outlining the firm’s understanding of the City’s goals and types of projects that may be encountered within the context of the proposed scope of work included in this RFQ. Proposers should be detailed on their level of experience in similar work and the knowledge it has provided them.
- 3.2.6 **SIMILAR PROJECT EXPERIENCE.** Provide examples demonstrating experience for the type of work requested. Each Proposer shall provide proof of experience in providing general consulting services for City and County governments within the State of Florida under the Consultants’ Competitive Negotiations Act.
- 3.2.7 **WORK PLAN & AVAILABILITY OF RESOURCES.** Proposers must submit an outline of the firm’s approach in the planning, design, permitting, and other key elements of a typical project.
- 3.2.7.1 This item shall also include information concerning the Proposer’s current and future workloads and resource allocations and the effect of the workloads and resource allocations on the ability to meet the requirements of this contract. Provide total number of staff available within 100 miles of City. Provide total number of staff available within Firm.
- 3.2.8 **TEAM MEMBERS.** Identify the Team members and provide resumes (limited to one page per employee) of the individuals who will perform the required tasks. All discipline leads shall be licensed in the State of Florida. The resumes shall include the professional credentials and experience of the firm’s key members who would complete the required tasks. Identify the proposed Project Manager who the City will have primary contact for all work associated with this RFQ.
- 3.2.8.1 For each member of the team, provide their:
- Title
 - Area of Specialty
 - Office Location assigned for previous two years. If recently reassigned, provide explanation and timing.
 - Total years of experience

- Years with firm
- Specific involvement/role in projects used as references or experience summary.

3.2.8.2 Include an organizational chart for the proposed team.

3.2.8.3 This item shall also include a short descriptive summary of the firm's key members experience in each of the areas outlined in the Scope of Services. Each program area identified in the Scope of Services shall be limited to a one-page summary.

3.2.8.4 This item shall also include a discussion of any sub-consultants that may be employed for this contract, including their qualifications and roles in any project.

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

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

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

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

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

- 3.2.11 MINORITY BUSINESS-OWNED/ WOMAN-OWNED/ DISABLED VETERAN / VETERAN-OWNED ENTERPRISES: Identify whether any of the Proposer's team qualifies pursuant to Florida Statutes 288.703. Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criteria.
- 3.2.12 PRIMARY OFFICE LOCATION. Identify the location of the primary office that will perform the majority of the work on this contract. The project manager must reside in the primary office and have been assigned to that office. This item shall also include pertinent information concerning the location of the primary firm of the Proposer.
- 3.3 ADDITIONAL INFORMATION. Please provide any other information which you feel would help the Evaluation Committee evaluate your firm.
- 3.4 ALTERNATE PROPOSALS. An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the Request for Qualifications, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.
- 3.5 **QUESTIONS REGARDING SCOPE OF WORK OR RFQ PROCESS:**
- 3.5.1 Sole Point of Contact: Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below in section 3.5.6.**
- 3.5.2 The Purchasing Agent, 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 Agent, in writing, in ample time before the period set for the receipt and opening of bids.
- 3.5.3.1 Inquiries, if received prior to ten (10) days of the date set for the receipt of SOQs, will be answered.
- 3.5.3.2 Any inquiries received after that time, will not be answered or given any consideration.
- 3.5.3.3 Oral answers will not be authoritative.
- 3.5.4 **Addenda:** The Purchasing Agent shall issue any City responses for proposers' inquiries in the form of an addendum to the RFQ, posted on www.FWB.org/rfps, as timely as possible. If an addendum is issued, the Purchasing Agent will post the final addendum to all proposers no later than five (5) days prior to the date set for receipt of SOQs.
- 3.5.5 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA:** It is the responsibility of all proposers to contact the Purchasing Division prior to submitting a Statement of Qualifications to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the SOQ.
- 3.5.6 **All proposers shall direct communications & inquiries to the City's sole Point of Contact:**

**Giuliana Scott, CPPB, Purchasing Agent
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/rfps>**

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4.0 SUBMISSION OF QUALIFICATIONS (SOQ):

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

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

- One (1) unbound original, and five (5) complete paper copies of the Statement of Qualifications,
- One (1) electronic copy of the SOQ on a compact disk or USB drive containing the above-listed information.
 - **ELECTRONIC COPIES MUST BE IDENTICAL IN ALL RESPECTS TO THE PAPER COPY SUBMITTED.**

4.3 **RECEIPT OF BIDS, DUE DATE:** Sealed SOQs shall be submitted to the **Purchasing Division Office no later than 2:30 PM (CST), on May 14, 2019**. Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.

4.3.1 **FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:**
SOQ's shall be addressed as follows:

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

4.3.2 Submitted envelopes should be marked: "RFQ 19-008 Pre-Qualification & Selection for General Consulting Services".

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



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

SEALED BID DO NOT OPEN

**SEALED RFQ#: 19-008
RFQ TITLE: General Consulting Services
DUE DATE/TIME: 06/04/2019 2:30 PM – Central Time**

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

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

5.0 EVALUATION PROCESS

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

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

5.3 The Evaluation Committee will first meet at 10:00 A.M. on June 25, 2019 (tentative date) at the City Hall Annex Building located at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL.

5.4 **SHORT LIST.** After review of all proposals and rating by the Evaluation Committee, the committee will rank, in order of preference, a short list of at three (3) top proposers in the Large Firm category (more or less if necessary), and two (2) in each of the Small Firm categories (more or less if necessary). The committee will select those submissions, in their sole determination, that best meet the City's needs, based upon its evaluation of all proposals.

5.5 PRESENTATIONS:

5.5.1 At the sole determination of the City, short-listed 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.

5.5.2 If presentations are elected, the Purchasing Agent 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. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm.

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

5.6 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.

5.7 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.

5.8 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.

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

6.2 QUALIFICATION STATEMENT EVALUATION FORMS:

6.2.1 LARGE MULTI-DISCIPLINE FIRMS			
SHORT-LISTING EVALUATION CRITERIA	ASSIGNED WEIGHT	RATING*	WEIGHTED RATING
Proposal Meeting Minimum Requirements of RFQ	5%	0 to 5	
Statement of Understanding	20%	0 to 5	
Similar Project Experience	20%	0 to 5	
Work Plan & Availability of Resources	20%	0 to 5	
Team Member Qualifications & Organization	20%	0 to 5	
MOB/WOB/Disabled Veteran & Veteran-Owned Business	5%	0 or 5	
Primary Office Location 5 = within City Limits 4 = within 25 miles 3 = within 50 miles 2 = within 60 miles 1 = within 75 miles 0 = Further than 75 miles	5%	0 to 5	
Additional Information	5%	0 to 5	
TOTAL WEIGHTED RATING:	100%		
PRESENTATION EVALUATION CRITERIA	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%		

6.2.2 SMALL CIVIL AND ARCHITECTURAL FIRMS			
SHORT-LISTING EVALUATION CRITERIA	ASSIGNED WEIGHT	RATING*	WEIGHTED RATING
Proposal Meeting Minimum Requirements of RFQ	5%	0 to 5	
Statement of Understanding	20%	0 to 5	
Similar Project Experience	20%	0 to 5	
Work Plan & Availability of Resources	20%	0 to 5	
Team Member Qualifications & Organization	20%	0 to 5	
MOB/WOB/Disabled Veteran & Veteran-Owned Business	5%	0 or 5	
Primary Office Location 5 = within City Limits 4 = within 25 miles 3 = within 50 miles 2 = within 60 miles 1 = within 75 miles 0 = Further than 75 miles	5%	0 to 5	
Additional Information	5%	0 to 5	
TOTAL WEIGHTED RATING:	100%		
PRESENTATION	ASSIGNED	RATING	WEIGHTED
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

The Purchasing Agent, 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 20. Additionally, the City prohibits communications initiated by a prospective firm to any City official or employee evaluating or considering the submission prior to the time a decision has been made. **If a firm initiates communications of any form regarding this solicitation, (with the exception of contacting the Purchasing Division staff), that act may be grounds for disqualifying the proposer from consideration for the RFQ.**

7.0 CONDITIONS OF PROPOSALS

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

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

7.3 PROPOSER'S CERTIFICATION FORM

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

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

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

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

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

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

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

7.9 AWARD PRESENTATION. The City has scheduled to provide the staff recommendation to City Council on August 13, 2019 (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 one (1) year, beginning October 1, 2019, with a renewal option of up to four (4) successive one-year terms for a maximum possible contract term of five (5) years based on the performance of each consultant selected. After the end of each year, the City shall evaluate each consultant and determine whether one or all of the consultants shall be retained.

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

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

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

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

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

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

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

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

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

8.11 RIGHT TO AUDIT RECORDS

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

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

8.12.0 PUBLIC RECORDS

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

CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509 clerk@fwb.org

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

8.13 FISCAL YEAR FUNDING APPROPRIATION

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

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

8.14 FLORIDA PROMPT PAYMENT ACT

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

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

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

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

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

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

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

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

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

8.15 **PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES**

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

8.16 **INSURANCE/PERFORMANCE BONDS**

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

8.17 **INSURANCE**

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

8.17.1 **WORKERS COMPENSATION**

Coverage A - To be in conformity with Florida Statues

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

8.18.2 **COMMERCIAL GENERAL LIABILITY**

8.17.2.1 Each occurrence for:

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

Products/Completed Operations \$1,000,000

8.17.2.2 Annual Aggregate for:

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

Products/Completed Operations \$2,000,000

8.17.2.3 All coverage above shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty

(30) days advanced notice; contractual liability; and any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

8.17.3 COMMERCIAL AUTOMOBILE LIABILITY

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

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

8.17.4 PROFESSIONAL LIABILITY

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

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

9.0 STANDARD FORMS

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

- 9.1 PROPOSER'S CERTIFICATION
- 9.2 ADDENDUM PAGE
- 9.3 DRUG FREE WORKPLACE
- 9.4 PUBLIC ENTITY CRIME FORM
- 9.5 LOBBYING CERTIFICATION FORM
- 9.6 ANTI-COLLUSION STATEMENT
- 9.7 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.

9.1

ATTACHMENT A

PROPOSER’S CERTIFICATION (RFQ 19-008)

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

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

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an SOQ for this project; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

State of: _____

County of: _____

Acknowledged and subscribed before me on the _____ day of _____, 2019,

by _____, as the _____ of

[business] _____.

Signature of Notary

Notary Public, State of _____

Personally Known _____

-OR-

Produced Identification of: _____

End of Attachment A

9.2

ATTACHMENT B

ADDENDUM PAGE (RFQ 19-008)

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

End of Attachment B

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on _____, 2019, 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: _____

9.4

ATTACHMENT D

PUBLIC ENTITY CRIME FORM

**REQUEST FOR QUALIFICATIONS - RFQ # 19-008
PREQUALIFICATION AND SELECTION FOR GENERAL CONSULTING SVCS**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted _____
whose business address is:

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

RFQ# 19-008

Public Entity Crimes Statement – Pg 2 of 3

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

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

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

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

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

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

(Signature)

(Company)

Date: _____

RFQ# 19-008

Public Entity Crimes Statement – Pg 3 of 3

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2019, and is personally known to me, or has provided _____ (driver's license/military id) as identification.

Notary Public

My Commission expires: _____

End of Attachment D

9.5 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

9.6 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 #

9.7 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.: _____

10.0 NOTICE TO PROPOSERS**CITY OF FORT WALTON BEACH, FLORIDA****BID NUMBER: RFQ# 19-008****Date: April 30, 2019**

The City of Fort Walton Beach will accept sealed proposals at City Hall until June 11, 2019, at 2:30 PM, CST, at which time all proposals received will be opened and read aloud at City Hall Annex Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL for the following:

RFQ 19-008 Pre-Qualification & Selection for General Consulting Services

Copies of RFQ 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/rfps.

Please note: A non-mandatory Pre-Proposal meeting will be held on May 15, 2019 at 10:00 a.m. in the City Hall Annex Training Room at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548.

Additional technical information relative to this RFQ may be obtained from Giuliana Scott, Purchasing Agent, 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 RFQ; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFQ 19-008 –Pre-Qualification & Selection for General Consulting Services**

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

Address responses and deliver to:

Purchasing Division
City of Fort Walton Beach
107 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 dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.