

**CITY OF FORT WALTON BEACH
REQUEST FOR PROPOSALS
RFP #20-008**

RFP #20-008 GOLF CARTS – LEASE & SERVICE



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/rfps>

Date of Issue: March 6, 2020

Responses Due: April 7, 2020

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SECTION 1 - REQUEST FOR PROPOSALS	
RFP 20-008 – GOLF CARTS – LEASE & SERVICE	
Posting Date	MARCH 6, 2020
Purchasing Contact	Giuliana Scott, Purchasing Agent 850-833-9523 / gscott@fwb.org
Opening Date & Time	APRIL 7, 2020 2:30 PM, CST
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 Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.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 Agent
 Phone: 850-833-9523
 Fax: 850-833-9643
 Email: gscott@fwb.org



1.5 **REQUEST FOR PROPOSALS DEADLINE: April 7, 2020**

2.0 PURPOSE & INTENT: The City of Fort Walton Beach, Florida (“City”) is seeking proposals from authorized golf cart manufacturers or distributors to meet the City’s need for electric golf carts with an automatic battery filling system for its two 18-hole golf courses located at 1955 Lewis Turner Boulevard. Also included in the RFP is a provision for an additional number of utility vehicles (gas and/or electric).

3.0 TERM OF CONTRACT – The City desires to lease such equipment for a term of either 36 months or 48 months, with all equipment returned to the vendor at the expiration of the lease term.

3.1 The City reserves the right to choose the specific lease company, or companies, for the financing of the equipment which vendor has provided in their proposal.

4.0 SCOPE OF SERVICES: The successful proposer will provide golf carts with an automatic battery filling system as outlined in this RFP. The following list of conditions and requirements should be included in the Request for Proposals package. These conditions and requirements will also be part of the final agreement.

4.1 Proposer agrees to furnish the City One-Hundred, Twenty-five (125) new two-passenger, four-wheel electric golf carts with chargers, and up to four (4) gasoline powered utility carts to be delivered to the City of Fort Walton Beach Golf Club at 1955 Lewis Turner Blvd, Fort Walton Beach, FL.

4.2 **Delivery and set up of golf carts & utility carts must completed by August 1, 2020.**

5.0 LEASING: The City will consider three possible lease terms, under an operating lease:

5.1 Thirty-Six month option commencing on August 1, 2020 and ending July 31, 2023.

5.2 Forty-Eight month option commencing on August 1, 2020 and ending July 31, 2024.

5.3 Any other time frame not to exceed 48 Months, beginning August 1, 2020.

5.4 **The Vendor shall submit their proposal on a fixed rate per cart basis for all options.** (Include on Pricing Sheet.)

5.5 Vendor shall also submit the lump sum value of all equipment used for basis of the lease quote. (Include on Pricing Sheet).

5.6 Proposal Binding: All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.

6.0 SPECIFICATIONS:

6.1 ELECTRIC GOLF CARTS (125 EACH):

PROPOSER: _____ **Complies/Does Not Comply/Exceeds**

- **Motor:** 48 Volt DC High Efficiency series wound, brazen armature, solid copper windings (or equal) _____
- **Batteries:** Six, 8-Volt deep cycle storage batteries (or Equal). Trojan batteries preferred. _____
- **Chargers:** Fully Automatic, DC output at 48 volts; UL Listed, CSA Certified (or equal) _____
- **Brakes:** Dual rear wheel, self adjusting brakes with cast iron drums; Automatic park brake release with Self Compensating System. _____
- **Suspension:** Leaf Springs with Hydraulic shock absorbers. _____
- **Steering:** Self-Adjusting rack and pinion. _____
- **Speed:** 12 – 15 MPH _____
- **Length:** 92.6 inches (Approximately) _____
- **Width:** 46 – 48 inches (Approximately) _____
- **Wheel Base:** 65.5 inches (Approximately) _____
- **Front Wheel Tread:** 33.5 inches (Approximately) _____
- **Rear Wheel Tread:** 38.0 inches (Approximately) _____
- **Load Capacity:** 800 lbs. including passengers, accessories, and cargo. _____
- **Tires:** 18 x 8.5 x 8 standard (4-ply rated) _____
- **Design:** Stability of cart shall remain constant during maximum turns. Such carts shall have an emergency braking system to prevent movement while unattended, and a reverse warning indicator. _____
- **Replacement Parts:** New Original Equipment (OEM) replacement parts. _____

Specify Cart & Battery warranties (length/terms): _____

Please specify Manufacturer being Quoted: _____

Please specify Model Number being Quoted: _____

NOTE: Attach this sheet & Product Specifications to your proposal.

6.2a GASOLINE UTILITY CART (up to 10 units):

NOTE: Utility carts shall be equivalent to the Carry-All DSG models.

PROPOSER: _____ **Complies/Does Not Comply/Exceeds**

- 4-Cycle gas cart with 6.5 gallon fuel tank _____
- Automatic, Continuously Variable Transmission (DVT) _____
- New Original Equipment Manufacturer (OEM) Replacement parts _____
- Welded, high yield strength, tubular steel _____
- Self Compensating, Single reduction rack and Pinion _____
- 15 MPH governed _____
- Dash-mounted key switch and fuel gauge, reverse warning indicator, floor mounted horn button. _____
- Cargo Bed – 48” Wide x 40” x 40” Long x 12” Deep _____
- Can be Refurbished Carts _____

Specify Cart & Battery warranties (length/terms): _____

Please specify Manufacturer being Quoted: _____

Please specify Model Number being Quoted: _____

6.2b ELECTRIC UTILITY CART (up to 10 units): Alternate Bid to GAS Utility Cart:

NOTE: Utility carts shall be equivalent to the Carry-All DSG models.

PROPOSER: _____ **Complies/Does Not Comply/Exceeds**

- Motor _____
- Batteries _____
- Chargers _____

- Automatic, Continuously Variable Transmission (DVT) _____
- New Original Equipment Manufacturer (OEM) Replacement parts _____
- Welded, high yield strength, tubular steel _____
- Self Compensating, Single reduction rack and Pinion _____
- 15 MPH governed _____
- Dash-mounted key switch and fuel gauge, reverse warning indicator, floor mounted horn button. _____
- Cargo Bed – 48” Wide x 40” x 40” Long x 12” Deep _____
- Can be Refurbished Carts _____

Specify Cart & Battery warranties (length/terms): _____

Please specify Manufacturer being Quoted: _____

Please specify Model Number being Quoted: _____

NOTE: Attach this sheet & Product Specifications to your Proposal submission.

6.3 OPTIONS & ACCESSORIES: The Vendor agrees to furnish the following options for all carts:

PROPOSER: _____ **Complies/Does Not Comply/Exceeds**

- 1. Tops, complete with frames and covers (canopy) for golf clubs. _____
- 2. Removable Information Holder _____
- 3. Fold-down Windshields for all carts (must be made of lexan) _____
- 4. Number Decals (two per cart) _____
- 5. Club Protector Rain Awning _____
- 6. Sand Bottle (1) - Driver’s side of Cart _____
- 7. Scuff Guards on rear of Cart _____
- 8. Sweater Tray _____
- 9. Installation of Battery Chargers _____
- 10. Color Options _____
- 11. Single battery watering system _____
- 12. USB Port (1) per cart _____

NOTE: Attach this sheet & Product Specifications to your proposal submission.

6.4 MAINTENANCE PROVIDER (Service & repair of carts during lease):

PROPOSER: _____

- **Name &Address of company/person that will be servicing & repairing the carts:**

Company Name: _____

Billing Address: _____

City/State/Zip: _____

Company Representative: _____

Phone Number: _____ **Fax:** _____

- **Service Location:** _____

- **Cart repair response time:** _____

- **Fees:**

Hourly rate: _____

OR

Monthly Fee: _____

NOTE: Attach this sheet to your proposal submission.

6.5 LEASE COMPANY: **PROPOSER:** _____

6.5.1 Name &Address of company that will be issuing the lease of Golf carts:

Company Name: _____

Billing Address: _____

City/State/Zip: _____

Company Representative: _____

Phone Number: _____ **Fax:** _____

Remember to provide sample lease(s) with your proposal.

Lease expiration terms*: _____

*** Explain ANY costs required by Lease company beyond the monthly lease payment, such as application fees, costs of shipping/return transport of equipment at lease end.**

6.5.2 Name &Address of company that will be issuing the lease of Utility service carts:

Company Name: _____

Billing Address: _____

City/State/Zip: _____

Company Representative: _____

Phone Number: _____ **Fax:** _____

Remember to provide sample lease(s) with your proposal.

Lease expiration terms*: _____

*** Explain ANY costs required by Lease company beyond the monthly lease payment, such as application fees, costs of shipping/return transport of equipment at lease end.**

NOTE: Attach this sheet to your proposal submission.

6.6 Leasing / Finance Company – Proposer will clearly include information in its proposal on the financing company to be used, including locations for both account rep & billing:

- 6.6.1 Corporate name of proposed lease/finance company
- 6.6.2 Point of Contact (designated liaison for the City) – name, email address & phone #
- 6.6.3 Customer Service Branch information (location, phone numbers)

A SAMPLE OF THE PROPOSER’S LEASE MUST BE SUBMITTED WITH PROPOSAL, AND WILL BE CONSIDERED IN AWARD EVALUATION FOR SUITABILITY TO MEET THE CITY’S REQUIREMENTS.

6.7 Maintenance Company –

- 6.7.1 IF PROPOSER CHOOSES TO SHOW MAINTENANCE AS MONTHLY RATES, CLEARLY INDICATE SO, AND SPECIFICALLY DETAIL WHAT THE MAINTENANCE COVERS, AND WHAT IT DOES NOT COVER.
- 6.7.2 The Vendor shall maintain the entire fleet of carts in good working condition at all times. All carts that are rendered out-of-condition as a result of poor mechanical condition or mechanical or structural failure not caused through normal use, shall be replaced by the Vendor if the "downtime" is longer than 24 hours and if the City requests the replacement.
- 6.7.3 Vendor agrees to furnish 24 hour service on carts, chargers and batteries, and shall supply all parts as needed at no cost to the City.
- 6.7.4 Vendor agrees to replace all batteries that will not hold a 36-hole charge. All replacement batteries shall be new batteries.

7.0 PROPOSAL REQUIREMENTS: Firms responding to this Request for Proposals (RFP) shall complete all areas requesting information in the RFP, and address the following in the order listed:

- 7.1 Qualifications and Experience of the firm in providing golf carts and maintenance support to private and public golf courses.
- 7.2 Proposed Sample Lease Agreement and list of any exceptions taken to any conditions proposed by the City in this RFP (Exceptions to be listed on company letterhead).
- 7.3 Provide lease terms regarding return of equipment at lease expiration, including any costs of return shipment by the City to the Proposer or Lease company.
- 7.4 Provide references in accordance with attached reference sheet.
- 7.5 Complete the pricing quotation form in this RFP.
- 7.6 Provide policy for Cart returns / response to maintenance call times, parts replacement and hourly maintenance rate.

- 7.7 Provide Maintenance history for proposed carts, hourly maintenance and industry rating performed by an independent body such as the National Golf Foundation.
- 7.8 Provide Specifications, year, make, and model of carts proposed
- 7.9 Provide Cart Warranty Information (Standard & Extended Warranties)
- 7.10 Provide information as to the location of the service and maintenance operation and response times.

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

RFP PROCESS	DATE
Request for Proposals Issued	March 6, 2020
Bid Opening (All Responses in by 2:30PM local Time).	April 7, 2020
Evaluation Committee Meeting (tentative date)	April 29, 2020
City Council award (tentative date)	May 19, 2020

9.0 EVALUATION PROCESS - Your proposal 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 **20%** - Suitability of Proposal to meet City’s requirements compared to other proposers
- 9.1.2 **10%** - Past Performance or References – Choice of client references – Are they current; relevant to this proposal’s size and scope?
- 9.1.3 **5%** - Vendor qualifications & Experience in providing golf carts under a lease
- 9.1.4 **30%** - Price & Warranty Offerings on Equipment proposed – as compared to other proposers.
- 9.1.5 **5%** - Leasing Company Terms – Interest Rate; Terms; Customer Service; Experience with Government clients
- 9.1.6 **10%** - Maintenance Service Provider – Service Location; Service levels demonstrated

- 9.1.7 **10%** - Ability of vendor to meet or exceed delivery requirements; Startup schedule; End of lease terms; costs & requirements
- 9.1.8 **5%** - Local Vendor Preference as defined in City’s Purchasing Policies (See Page 20-21)
- 9.1.9 **5%** - Minority Business Enterprise as defined in City’s Purchasing Policies (See Page 21)

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:

Proposal Evaluation Form					
	Categories / Criteria	Rating*	x	Weight	Score:
1	Suitability of Proposal to meet City’s requirements (20%)		x	0.20	
2	Past Performance or References (10%)		x	0.10	
3	Vendor qualifications & Experience in providing golf carts under a lease. (5%)		x	0.05	
4	Price and Warranty Offerings on Equipment (30%)		x	0.30	
5	Leasing Company Terms – Interest Rate; Terms; Customer Service; experience with Government clients; End of lease terms & requirements (5%)		x	0.05	
6	Maintenance Service Provider – Location; service levels demonstrated (10%)		x	0.10	
7	Ability of vendor to meet or exceed delivery requirements; (10%)		x	0.10	
8	Local Vendor Preference (as defined in City’s Purchasing Policies) (5%)		x	0.05	
9	Minority Business Enterprise (as defined in City’s Purchasing Policies) (5%)		x	0.05	
TOTAL SCORE					

* **Rating: 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. April 29, 2020 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 Agent, 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 Agent 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 Staff'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 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 **Be sure to address all criteria listed in the Scope of Work, Specifications and Criteria Sections, and include all city bid forms required in this RFP.**

11.1.3 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.**

- 11.2 **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.
- 11.3 **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.
- 11.3.1 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.**
- 11.3.2 If a proposer requests confidentiality of pricing, contract terms or product line descriptions, the proposal received will be deemed non-responsive.**
- 11.4 Copies of the Proposal Provisions and Forms may be found at the Florida Bid Net Direct website at www.BidNetDirect.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org/rfps.
- 11.5 Additional technical information relative to this RFP may be obtained from Giuliana Scott, Purchasing Agent, at (850) 833-9523 or gscott@fwb.org during normal business hours.
- 11.6 **ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSAL:** If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on the Florida Net Direct website at www.BidNetDirect.com and/or on the City's website at 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.
- 11.7 **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.
- 11.8 **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 Agent, 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 Agent, 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 Agent 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 Agent 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, CPPB, Purchasing Agent
City of Fort Walton Beach
105 Miracle Strip Pkwy. SW
Fort Walton Beach, FL 32548 **Phone: (850) 833-9523**

Email: 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 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 RFP#: 20-008 – Golf Carts – Lease & Service
DUE DATE/TIME: 4/07/2020 2:30 PM – Central Time

12.5 Point Of Contact – During the post-bid opening & evaluation stage, the Purchasing Agent, 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 Agent, 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 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.
- 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 & Leases 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 bid in response to this Invitation to Bid constitutes a bid 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 proposing bidder 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

- 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 H)



The forms listed below (Attachments A thru H) 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 20-008)

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

_____, 2020 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 20-008)

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 _____, 2020, in accordance with section 287.087, Florida Statutes, certifies that [business] _____ does:

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

7. **Check one:**

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

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

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

End of Attachment C

15.4

ATTACHMENT D

PUBLIC ENTITY CRIME FORM

REQUEST FOR PROPOSALS

RFP # 20-008 – GOLF CARTS – LEASE & SERVICE

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# 20-008

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: _____

RFP# 20-008
Public Entity Crimes Statement – Pg 3 of 3

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2020 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 20-008

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: _____

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
Name:	Name:
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.

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

ATTACHMENT G

SCRUTINIZED COMPANIES PURSUANT TO FS 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 G

15.8

ATTACHMENT H

Include with proposal-PRICING SHEET for RFP 20-008:			
Company Name:			
RFP# 20-008 GOLF CARTS (LEASE & SVC) for the City of Fort Walton Beach			
1. 36-MONTH OPTION	UNIT PRICE PER CART PER MONTH	# OF CARTS	YEARLY PRICE (Monthly Cost x 12)
BASE CART FLEET (125 UNITS)		125	\$
GAS UTILITY CART(S)		Up to 10	\$
ELECTRIC UTILITY CART(S) *		Up to 10	\$
	TOTAL COST FOR 36-MONTH OPTION		\$
2. 48-MONTH OPTION	UNIT PRICE PER CART PER MONTH	# OF CARTS	YEARLY PRICE (Monthly Cost x 12)
BASE CART FLEET (125 UNITS)		125	\$
GAS UTILITY CART(S)		Up to 10	\$
ELECTRIC UTILITY CART(S) *		Up to 10	\$
	TOTAL COST FOR Alternate Time OPTION		\$
3. Alternate Time Period Proposal	UNIT PRICE PER CART PER MONTH	# OF CARTS	YEARLY PRICE (Monthly Cost x 12)
BASE CART FLEET (125 UNITS)		125	\$
GAS UTILITY CART(S)		Up to 10	\$
ELECTRIC UTILITY CART(S) *		Up to 10	\$
	TOTAL COST FOR 48- MONTH OPTION		\$
* Electric Utility cart(s) will be an alternate bid to the GAS utility carts.			
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.			

Specify Interest Rate : _____

Specify Payment Terms (i.e. 2% - Net 30) : _____

Delivery date for Electric Golf Carts: _____

Delivery date for Gas Utility Carts: _____

Warranty on Cart: _____

Warranty on Battery: _____

End of Attachment H

16.0 NOTICE TO PROPOSERS

CITY OF FORT WALTON BEACH, FLORIDA
BID NUMBER: RFP# 20-008

Date: March 6, 2020

The City of Fort Walton Beach will accept sealed proposals at City Hall until April 7, 2020, 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:

GOLF CARTS – LEASE & SERVICE FOR CITY OF FORT WALTON BEACH, FL

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

Additional technical information relative to this RFP 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 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 20-008 – Golf Carts – Lease & Service**

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

Address responses and deliver to:

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

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