

**City Of Fort Walton Beach  
REQUEST FOR QUALIFICATIONS  
RFQ #17-007  
Professional Planning Services for Creating a  
Commerce & Technology Park Master Plan**



**Issued By:**

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

**Date of Issue: March 7, 2017**

City of Fort Walton Beach, Purchasing Division  
 105 Miracle Strip Pkwy, SW  
 Fort Walton Beach, Florida, 32548  
 850-833-9523



<b>REQUEST FOR PROPOSAL</b>	
<b>RFQ 17-007 – Professional Planning Services for Creating a Commerce &amp; Technology Park Master Plan</b>	
Posting Date	March 7, 2017
Purchasing Contact	Giuliana Scott, Purchasing Agent 850-833-9523 / <a href="mailto:gscott@fwb.org">gscott@fwb.org</a>
<b>Opening Date &amp; Time</b>	<b>April 10, 2017, 2:30 PM, CST</b>
Bid Opening Location	City Hall Annex Building, Purchasing Div., 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL 32548
<u>Submission Information</u> : Proposals must be sealed and reference the RFQ 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

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 Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.

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.

It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposal 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 Proposal to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Department no later than ten (10) days prior to the proposal opening date.

**PURCHASING CONTACT FOR THIS PROPOSAL:**

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

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**STANDARD FORMS**

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

1. PROPOSER’S CERTIFICATION
2. ADDENDUM PAGE
3. DRUG FREE WORKPLACE
4. PUBLIC ENTITY CRIMES FORM

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.

**PROPOSER’S CERTIFICATION – RFQ 17-007**

I have carefully examined the Request for Proposal, Instructions to Proposers, General and Special Conditions, Vendor's Notes, Scope of Work, proposed agreement and any other documents accompanying or made a part of this Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal 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 vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said proposal; 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 (ORIGINAL – blue or black ink)

\_\_\_\_\_  
NAME & TITLE (type or print)

\_\_\_\_\_  
EMAIL ADDRESS (type or print)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

Acknowledged & subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_, as the \_\_\_\_\_ of  
[business] \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary  
Notary Public, State of \_\_\_\_\_

Personally Known \_\_\_\_\_ -OR- Produced Identification of: \_\_\_\_\_

**ADDENDUM PAGE RFQ #17-007**

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

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

\_\_\_\_\_  
NAME & TITLE (type or print)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
DATE

**DRUG-FREE WORKPLACE FORM RFQ 17-007**

The undersigned vendor, on \_\_\_\_\_, 2017, in accordance with Section 287.087, Florida Statutes, certifies that [company] \_\_\_\_\_ 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's 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.

**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

**PUBLIC ENTITY CRIME FORM – RFQ 17-007**

**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.**

This sworn statement is submitted with Proposal, Proposal or Contract # \_\_\_\_\_

This sworn statement is submitted by \_\_\_\_\_ 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).

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

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 proposal 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.

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.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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.

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)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_ 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 \_\_\_\_\_, 2017, and is personally known to me, or has provided \_\_\_\_\_ as identification.

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

My Commission expires

## 1.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

1.1 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud in the Purchasing Division at City Hall Annex Building, 105 Miracle Strip Pkwy 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.

1.2 AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk, 107 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548, (850) 833-9509, at least seven (7) days before the date on which the accommodation is requested.

1.3 CONTRACT REQUIRED: The City and the successful proposer 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.

- 1.3.1 Independent Contractor Status; Indemnity: At all times the contractor 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.
- 1.3.2 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 of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.
- 1.3.3 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 will conduct all required work diligently and as specified by the City.
- 1.3.4 Assignment: The successful proposer may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

- 1.3.5 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.
- 1.3.6 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.
- 1.3.7 Failure To Execute Contract: Failure of the successful proposer to enter into a contract in the prescribed time may be cause for cancellation of the award to that proposer. 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. Contractors who default are subject to suspension and/or removal from the City's Proposers List.
- 1.3.8 Right To Audit Records: The City shall be entitled to audit the books and records of a contractor 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 contractor 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.
- 1.3.9 Fiscal Year Funding Appropriation: Unless otherwise provided by this request, the contract for supplies or services may be entered into for a one year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

1.4 **PROPOSER'S CERTIFICATION FORM**: Each proposer shall complete the "Proposer's Certification" form included with this Request for Qualification, and submit the

form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the proposer's certification is not submitted with the proposal.

1.5 **PUBLIC ENTITY CRIMES:** A person or affiliate, as defined in Chapter 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Chapter 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.

1.6 **FLORIDA PROMPT PAYMENT ACT:**

1.6.1 **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:

1.6.1.1 Description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services.

1.6.1.2 Amount due, applicable discounts, and the terms of payment.

1.6.1.3 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, a mailing address for payment purposes (if they are different) and a telephone number.

1.6.1.4 The purchase order or contract number as supplied by the City.

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

1.6.2 **Delivery Of Invoice:** All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway, SW, Fort Walton Beach, Florida, 32548.

1.6.3 **Delivery Acceptance Required:** An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods/services to the correct City office, division, or department, acceptance by the City of the goods/services, and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.

1.6.4 **Invoice Dispute Procedure:** If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure. Either party can initiate the dispute

procedure, by providing the other party, in writing, notice 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 Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The proceeding to resolve the dispute shall be commenced no later than 45 days after the date on which the payment request or proper invoice was received by the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.

1.7 CONFLICTS: 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.

1.8 DRUG FREE WORKPLACE CERTIFICATION: 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 Chapter 287.087 of the Florida Statutes.

1.9 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES: The submission of any proposal in response to this request for proposal 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.

1.10 INSURANCE & BONDS: Insurance and/or bond coverage may be required by the Contract. Such insurance or bond shall be in effect for the term of the contract. Should a Contractor 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.

1.11 PERFORMANCE BOND REQUIREMENTS: Not required.

1.12 INSURANCE: Proposers must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract.

1.12.1 Workers Compensation

- 1.12.1.1 Coverage A: in conformity with Florida Statute 440
- 1.12.1.2 Coverage B: \$500,000/\$500,000/\$500,000

1.12.2 Commercial General Liability\*

Each occurrence for:

- 1.12.2.1 Bodily Injury/ Property Damage: \$1,000,000
- 1.12.2.2 Personal and Advertising Injury: \$1,000,000

1.12.2.3	Products/Completed Operations Aggregate:	\$2,000,000
1.12.2.4	General Aggregate:	\$2,000,000
1.12.2.5	Fire Damage:	\$100,000
1.12.2.6	Medical Payments:	\$10,000
1.12.2.7	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.**

1.12.3 Business Automobile Liability

1.12.3.1 Combined Single Limit: \$1,000,000

1.12.4 Umbrella \$1,000,000 each occurrence / \$1,000,000 aggregate

1.12.5 Policy Provisions

1.12.5.1 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.

1.12.5.2 Coverage shall apply as Primary and non-contributory.

1.12.5.3 Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.

1.12.5.4 Notice will be delivered in accordance to Policy Provisions.

1.13 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.

1.13.1 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.

1.13.2 Local Merchant 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.

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

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

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

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

1.14 **MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISE:** Certification as a MBE/WOB/SDVOB 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.

#### 1.15 **PUBLIC RECORDS**

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

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

1.15.1 Consultant shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.

1.15.2 Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Consultant does not transfer the records to the City.

1.15.3 Upon completion of the contract, Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records.

1.15.4 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.

1.15.5 Failure of Consultant to comply with the City’s request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.

1.15.6 If Consultant fails to provide the public records to the City within a reasonable time Consultant may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Consultant has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys’ fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

**2.0 OVERVIEW, BUDGET, SCHEDULE, & SCOPE OF SERVICES:**

**2.1 OVERVIEW** – The City is looking to contract with a professional planning firm (Consultant) that can demonstrate successful experience working with other municipalities to establish goals, objectives and strategies for implementing changes and improvements to an existing commerce and technology park through the creation of an area-specific Master Plan.

**2.2 PROJECT BUDGET / PERFORMANCE TIME**

2.2.1 Project Budget: The City has a project budget of \$60,000.

2.2.2 Performance Time - The successful firm shall provide the required services within one-hundred & fifty to one-hundred & eighty (150-180) calendar days after the Notice to Proceed has been issued.

**2.3 RFQ SCHEDULE:** The following identifies the tentative RFQ process schedule:

<b>RFQ PROCESS</b>	<b>DATE</b>
Request for Qualifications Issued	March 7, 2017
Proposals Due	April 10, 2017
Evaluation Committee Meeting (tentative date)	April 19, 2017
Presentations (if needed)	4 <sup>th</sup> week of Apr. ‘17
City Council Award (tentative date)	May 9, 2017

2.4 **SCOPE OF SERVICES** – Consultant will create the Commerce & Technology Park (CTP) Master Plan after analyzing the City’s entrepreneurial business climate and global technology-related jobs in conjunction with existing businesses in the CTP, including Department of Defense support companies. Consultant shall examine market forces to establish the City’s Commerce and Technology Park (CTP) as the leading center for technology advancement and development in Northwest Florida. This project is intended to result in the preparation of a CTP Master Plan that establishes the blueprint that illustrates existing and potential public and private sector opportunities in the CTP area.

2.4.1 **The CTP Master Plan will include the following critical elements:**

2.4.1.1 CTP Master Plan should focus on the City of FWB 2011-2021 Comprehensive Plan and Land Development Code components that specifically best serve the initiatives of the CTP area.

2.4.1.2 Each initiative, outcome or recommendation of action must include the identification of the appropriate funding source (i.e. Federal, State, local, CRA, CIP funds, grants, loans) that will be necessary and available to complete each action.

2.4.1.3 CTP Master Plan should recognize the Brownfield Site designation for the CTP area and identify the following advantages of such a designation:

- Assist companies with redevelopment projects.
- Create new jobs and tax revenues.
- Improve the environment.
- Revitalize neighborhoods.
- Increase property values.
- Eliminate environmental conditions.
- Emphasize highly attractive business locations with existing infrastructure.
- Increase state loan guarantees to improve lending opportunities.
- Use of federal, state and local resources to assist in the redevelopment of brownfields.
- Expedited permitting.

2.4.1.4 The Master Plan should make recommendations of ways to improve the City’s utilization of the Brownfield designation.

2.4.1.5 Coordinate with public sector officials/agencies and private sector stakeholders to grasp the history and understand the planning studies and past initiatives associated with the development of the CTP area. Establish a meeting schedule for each group.

- Public officials/agencies include, but are not limited to, City of Fort Walton Beach City Government, Economic Development Council of Okaloosa County, State of Florida, Greater Fort Walton Beach Chamber of Commerce, West Florida Regional Planning Council, Florida Department of Transportation and Okaloosa County.

- Private sector stakeholders include existing businesses, property owners, organizations, citizens, special interest groups, and area residents.
- 2.4.1.6 Plan should define the boundary of the CTP Master Plan area, based on the systematic analysis of land use data, available information, current conditions and plan objectives.
- 2.4.1.7 Evaluate the feasibility of creating a Community Redevelopment Agency (CRA) District or Business Improvement District (BID) to enhance the CTP with the reinvestment of ad valorem revenue into the revitalization of the district.
- 2.4.1.8 Complete an extensive inventory and analysis of existing conditions, including property, demographics, zoning, land use, irregular and/or small lots sizes, design, transportation, infrastructure, and other technical support data.
- 2.4.1.9 Review past studies and plans related to the CTP area, which include the following disciplines:
- City of FWB 2011-2021 Comprehensive Plan
  - Land Development Code
- 2.4.1.10 Identify opportunities for public realm improvements in the form of infrastructure, sidewalks, streetscapes, gateways, signage, parks and recreational trails.
- 2.4.1.11 Provide transportation analysis of what options or initiatives, other than personal automobile, are available to get people into and out of the CTP area, including:
- Mass transit bus routes to CTP area.
  - Non-traditional shuttle service from designated lots for CTP area workers.
  - Shuttle service within the CTP area for workforce mobility.
- 2.4.1.12 Plan should examine traffic circulation, bicycle & pedestrian movement and how to improve and manage multi-modal transportation systems while improving access to the downtown area.
- 2.4.1.13 Plan should identify pedestrian circulation, parking needs, deterioration of physical parking lot conditions.
- 2.4.1.14 Identify professional and technical service industries that leverage the extensive government contracting that exists with local military bases and provide incentives to minimize the risk for capital investment within the CTP.

- 2.4.1.15 Identify the strengths of the City’s diversified economy; establish a cluster development strategy to identify, maintain and enhance existing business clusters; and also identify the market potential for new business clusters to promote entrepreneurship and private investment.
- 2.4.1.16 Develop a beautification plan for the CTP and explore and recommend grants and private sponsorship opportunities to screen unattractive uses such as barbed wire, inoperable vehicles, and trash receptacles on highly visible corridors.
- 2.4.1.17 Coordinate economic development activity, initiatives, marketing to continue to maintain the following with the resources available:
- An updated inventory of targeted infill development sites.
  - A record of available electricity, water, sewer, and natural gas capacity and its per unit cost.
  - An inventory of Fort Walton Beach labor force characteristics.
  - Demographic and statistical Fort Walton Beach data to distribute promotional information.
- 2.4.1.18 Analyze the City’s partnership with the Economic Development Council of Okaloosa County, focusing on advertising, promotional activities, and other sales and marketing techniques to attract new technology-based business to the CTP.
- 2.4.1.19 Enhance and recognize the vital economic and cultural relationship between the City of Fort Walton Beach and the military, as the City will continue to promote the mission of Eglin Air Force Base and surrounding military facilities.
- 2.4.1.20 Develop a Targeted Industries List that encompasses the diversified economy of Northwest Florida. This list will be reviewed and updated every five (5) years. This list will be made available to the public.
- 2.4.2 **CTP FINANCIAL INCENTIVES** - The Consultant will be responsible for the review and analysis of potential financial assistance programs to make a recommendation to the City on the most appropriate incentive programs and type of business best suited for the City’s CTP. Include in the determination the percentage or amount of City funds required as program match or participation.
- 2.4.2.1 The CTP Master Plan may include several of the following incentive programs, and the Consultant will be required to provide a determination of each program appropriateness to the City’s CTP:**
- **Economic Development Ad Valorem Tax Exemption (EDATE).** This incentive is reserved for new or expanding businesses. Up to 100% of the assessed value for all improvements to real property made by or for use of a new business may be exempted. An exemption of the assessed value of all added up improvements to real property and the net increase of tangible

personal property is also allowed for expanding businesses. The business applying must pay higher than the average wage and hire at least 25 additional employees as a result of the improvements. If a company manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant, the minimum job creation is 10 additional employees.

- **Economic Development Transportation Fund (EDTF).** The EDTF is available to local governments in need of financial assistance for transportation projects such as roads, taxiways or traffic signals. The local government body, with the assistance of the EDC, applies on behalf of a company that is considering an expansion or location of facilities and that has an existing or anticipated transportation problem. An EDTF award must be an inducement to the company to locate, remain and/or expand in the local government's jurisdiction and can provide up to \$7,000 per job created or retained to a specific project.
- **Qualified Defense and Space Contractor Tax Refund Program (QDSC).** The Qualified Defense and Space Contractor Tax Refund Program provides for a tax refund of up to \$5,000 per job created or saved in Okaloosa County through the conversion of defense jobs to civilian production, the acquisition of a new defense contract, or the consolidation of a defense contract.
- **Qualified Target Industry Tax Refund Program (QTI).** Designed to encourage the creation of high-skill jobs and encourage the growth of corporate headquarters and other targeted industries. QTI provides a tax refund of \$3,000 per new job created in Florida through the expansion of existing Florida businesses or the location of new ones. A business is eligible for a \$1,000 per job bonus if it pays over 150% average wage in the area, and a \$2,000 per job bonus if over 200%. Projects must be supported by their community to the amount of 20% of the incentive.
- **Brownfield Redevelopment Bonus (Florida).** Created by the Legislature in 1997 to encourage development of abandoned, idled or underused industrial and commercial sites where expansion or development is complicated by actual or perceived environmental contamination. The Bonus is designed to work with QTI projects, paying a bonus of \$2,500/job over and above the QTI award. The Bonus Program was expanded by the Legislature in 2000 and provides a \$2,500 per job award for non-QTI projects that meet job creation and capital investment.
- **Qualified Defense Contractors Tax Refund Program (QDC).** A tool to preserve and grow Florida's high technology employment base, giving Florida companies a competitive edge as defense contractors consolidate defense contracts, acquire new contracts, or convert to commercial production. Pre-approved projects receive tax refunds of up to \$5,000 per

job created or saved in Florida. Projects must be supported by their community, which provides funding for 20% of the incentive.

- **Economic Development Transportation Fund.** Referred to as the “Road Fund”, this incentive is one of Florida’s oldest incentive programs. It provides local governments with funding for transportation-related projects required to induce companies to locate, remain or expand within the local government’s jurisdiction.

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### 3.0 FORMAT & REQUIREMENTS OF SUBMISSION:

**REQUIREMENTS FOR PROPOSAL SUBMISSION:** Only those firms or individuals submitting Proposals which meet the requirements herein specified will be considered regardless of past contracts with the City of Fort Walton Beach.

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

3.1.1 **Submit one (1) original (marked original on the cover) and five (5) complete, individually bound, identical copies of the Statement of Qualifications, along with one (1) electronic copy provided on either flashdrive or CD.**

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 (Section 3.2.1 – 3.3). The page count for the proposals shall not exceed 50 pages in length (two-sided pages shall count as two pages). The page count shall not include required forms listed in Section 1 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.

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

3.2.3 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services. At a minimum, the Executive Summary should contain the following information:

- Name and address of Proposer's office;
- Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
- Description of the Proposer's project plan;
- The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the City.

3.2.4 **STATEMENT OF UNDERSTANDING:** Proposers must submit a brief narrative outlining the firm's understanding of the City's goals and objectives in this RFQ for the creation of a Commerce & Technology Park Master Plan.

3.2.5 **SIMILAR PROJECT EXPERIENCE:** Provide detailed examples demonstrating experience for the type of work requested in the Scope of Services. Specifically, proposers should be detailed in describing their level of experience in similar or related work working with local communities to create a Commerce & Technology Park Master Plan.

- List Consultant’s qualified personnel that have direct experience with CRA Plans, community redevelopment projects, overlay districts, financing and reinvestment strategies and economic development initiatives and processes.
  - Provide employee job title, work responsibilities and resumes.
- List cities the Consultant has provided professional master planning services; provide three (3) references, including contact person, phone number and email address.

3.2.6 **SCHEDULE, WORK PLAN, & READINESS TO PROCEED.** Proposers must submit an outline of the firm’s anticipated schedule, work plan and resources available to complete the elements described in the Scope of Services. Also provide a detailed discussion on the intended project management processes that will be employed during this project.

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

- Schedule and Timeline for Citizen Participation Process.
- Schedule for Notification requirements to Taxing Authorities, Agencies and Counties.
- Schedule of public meetings with the City Council, stakeholders, community organizations, associations, residents, citizens, and other interested parties.

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

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

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

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

- Specific involvement/role proposed for project
- Specific involvement/role in projects used as references or experience summary.

3.2.7.2 Include an organizational chart for the proposed project team.

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

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

3.2.8 REFERENCES. Please list a minimum of three (3) references from Municipal Governments with at least the following information:

- Governments Name
- Contact Individual
- Contact's Title
- Phone Number and email address
- Brief Description of the Project(s) Completed, including CRA Projects.

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

3.2.9 MINORITY BUSINESS ENTERPRISE: Identify whether the Proposers, or any of the Proposer's team qualifies as a Minority Business Enterprise pursuant to Florida Statutes 288.703.

3.2.10 PRIMARY OFFICE LOCATION. Identify the location of the primary office that will perform the majority of the work on this contract.

- Florida office location address of Proposer
  - Length of time the office has be open and operational.
  - Office lease terms for continued use.
  - 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 for this project.

**4.0 EVALUATION OF PROPOSALS** - It is intended that one firm shall be selected to perform city planning services on behalf of the City of Fort Walton Beach as identified in this RFQ. The City of Fort Walton Beach’s representatives 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.

4.1 **Evaluation Committee** – An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. After review of all proposals (and interviews if required) the evaluation committee will score each proposal based on the assigned evaluation criteria. After meeting the mandatory minimum requirements, the proposals will be evaluated on both qualifications and the technical merits of the firm. The Evaluation Committee will “short-list” between minimum of three (3) and up to (5) firms that best meet the City's needs based upon its evaluation of all of the proposals. Proposals will be evaluated in accordance with the rating system listed in Section 4.6 below.

**4.2 Evaluation Committee Meeting - The Selection Committee will meet at 10:00 a.m. April 19, 2017 (subject to change) in the City Hall Annex Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.**

4.3 **Rating System** - The Evaluation Committee will rate all proposals utilizing the Weighted Rating System (see Section 4.7). The average of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

4.4 **Presentation/Interview:** At the option of the City, the top scoring firms may be required to make a presentation of their proposal. See Section 4.9 for more details.

4.5 The top ranked proposer with the highest Total Weighted Score will be recommended for award to the City Council. The City Council will accept the recommendation to award to the highest ranked firm, or to reject all proposals.

4.6 **Evaluation Criteria:** Proposals will be evaluated by the City of Fort Walton Beach’s Evaluation Committee using the criteria shown in 4.7:

*This Section left intentionally blank.*

**4.7 EVALUATION CRITERIA SCORING:**

<b>EVALUATION CRITERIA</b>	<b>ASSIGNED WEIGHT</b>	<b>RATING*</b>	<b>WEIGHTED RATING</b>
Similar Project Experience	25%	0 to 5	
Schedule, Work Plan, Readiness to Proceed	20%	0 to 5	
Project Team Members Qualifications	15%	0 to 5	
Statement of Project Understanding	25%	0 to 5	
Primary Office Location	5%	0 to 5	
Minority Business Enterprise	5%	0 to 5	
Local Merchant Preference	5%	0 to 5	
<b>TOTAL WEIGHTED RATING:</b>	100%		
<b>PRESENTATION EVALUATION CRITERIA</b>	<b>ASSIGNED WEIGHT</b>	<b>RATING</b>	<b>WEIGHTED RATING</b>
Presentation/Q &A (For Short-Listed Firms if needed)	50%	0 to 10	
<b>FINAL WEIGHTED RATING:</b>			

\* Ratings:

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

4.7.1 **REQUESTS FOR ADDITIONAL INFORMATION:** During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

4.8 **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 three (3) and up to (5) proposers.

4.9 **PRESENTATIONS:**

4.9.1 At the sole determination of the City, a minimum of three (3) and up to (5) firms may be “short-listed” based upon submittal evaluations. 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.

- 4.9.2 If presentations are elected, the Purchasing Agent shall schedule the time & location of presentations and notify the selected firms. Each proposer will be notified in writing at least five (5) days in advance of presentation date if a presentation is necessary. 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.
- 4.9.3 After the presentations and Evaluation Committee scoring, in the event of a tie, the City reserves the right to request clarification of presentation information and/or request a second presentation from the tied firms.
- 4.9.4 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.
- 4.9.5 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.

#### **4.10 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS PROHIBITION OF COMMUNICATION**

- 4.10.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Agent during the submission process, except as provided below.
- 4.10.2 Point Of Contact - 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 proposals.
- 4.10.3 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.
- 4.10.4 Questions - Proposer shall address any questions regarding the proposal process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) days of the date set for receipt of proposals may 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 specifications. If an addendum is issued, the Purchasing Agent will post that addendum on [www.FWB.org/Purchasing](http://www.FWB.org/Purchasing) no later than five (5) days prior to the date set for receipt of proposals.

4.10.5 **Additionally, the City prohibits communications initiated by a proposer to the 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.

4.11 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA** - All proposers must contact the Purchasing Agent 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 proposal.

4.12 **RESPONSE TO RFQ:**

4.12.1 **Contact Restrictions for Proposers:** All questions or requests for additional information regarding this proposal **MUST** be directed to the designated Purchasing Agent indicated below. Prospective Proposers shall not contact any member of the City Manager’s Office, other City employees or Evaluation Committee members regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City’s Website at [www.fwb.org](http://www.fwb.org). Any such contact shall be cause for rejection of your proposal.

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

**Giuliana Scott, Purchasing Agent  
City of Fort Walton Beach  
105 Miracle Strip Pkwy. SW  
Fort Walton Beach, FL 32548  
Phone: (850) 833-9523  
Fax: (850) 833-9643  
Email: [gscott@fwb.org](mailto:gscott@fwb.org)**

4.12.3 **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 RFQ#: 17-007**

**RFQ TITLE: Prof Planning Svcs – CTP Master Plan**

**DUE DATE/TIME: 4/10/2017 2:30 PM – Central Time**

## **5.0 ADDITIONAL TERMS & CONDITIONS**

**5.1 REQUESTS FOR ADDITIONAL INFORMATION:** During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

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

**5.3 INCURRED EXPENSES:** The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFQ, as well as for any expenses incurred in connection with required presentations..

**5.4 PROPOSALS BINDING:** All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.

**5.5 ALTERNATE PROPOSALS:** An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFQ, 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.

**5.6 ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSAL:** If it is necessary to revise or amend any part of this RFQ, the Purchasing Agent will post the addendum on the Florida Proposal System website at [www.FloridaBidsystem.com](http://www.FloridaBidsystem.com) and/or on the City's website at [www.FWB.org](http://www.FWB.org). 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.

**5.7 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 RFQ's 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.

**5.8 PROPERTY OF THE CITY:** All proposals received from proposers in response to this RFQ 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.

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

5.9.1 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.

5.9.2 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.

5.9.3 It is the City's intent to make an award within ninety (90) working days of the proposal due date.

5.9.4 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.

5.10 VENDOR PROTESTS: Proposers or 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 City Council award.

5.11 NEGOTIATIONS

5.11.1 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.

5.11.2 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.

## CITY OF FORT WALTON BEACH, FLORIDA

**NOTICE TO PROPOSERS**  
**BID NUMBER: RFQ# 17-007****Date: March 7, 2017**

The City of Fort Walton Beach will accept sealed proposals at City Hall Annex until April 10, 2017, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Building, Purchasing Division, 105 Miracle Strip Parkway SW, FL 32548 for the following:

**RFQ #17-007 - Professional Planning Services for Creating Commerce & Technology Park Master Plan**

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Copies of Proposal Provisions and Forms may be found at the Florida Bid System website at [www.FloridaBidSystem.com](http://www.FloridaBidSystem.com) (registration required); at [www.VendorRegistry.com](http://www.VendorRegistry.com) or at the City of Fort Walton Beach public website at [www.FWB.org/Purchasing](http://www.FWB.org/Purchasing).

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

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

**Mark outside of envelope: RFQ #17-007 - Professional Planning Services for Creating A Commerce & Technology Park Master Plan**

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

Deliver responses to:

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

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

**EXHIBIT A**  
**2016 Competitive Analysis Report (40pgs)**

**EXHIBIT B**  
**CTP Boundaries (8x11)**

**EXHIBIT C**  
**CTR Zoning Map (8x11)**

**EXHIBIT D**  
**Storm water Improvements**  
**DEP Agreement No. LP46063**

See documents posted on [www.FWB.org](http://www.FWB.org); [VendorRegistry.com](http://VendorRegistry.com) or at [www.FloridaBidSystem.com](http://www.FloridaBidSystem.com).